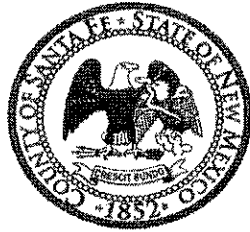


Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

TO: Santa Fe County Board of County Commissioners

FROM: Bill Taylor, Procurement Manager *BT*

DATE: October 30, 2012

SUBJECT: *Request BCC Approval of Amendment No. 2 to Price Agreement No. 2010-0323A-ASD/TRV with Matthews Office Supply*

BACKGROUND

The Purchasing Division issued IFB# 2010-0323A-ASD/TRV on July 29, 2010 and Matthews Office Supply was awarded an indefinite quantity price agreement for these services on September 30, 2010. The term of the contract was for two (2) years terminating on September 30, 2012 with an option to renew for an additional two years.

The County issued Amendment No.1 on March 27, 2012 adjusted the prices as provided in the price agreement.

Purchasing is requesting Amendment No. 2 to extend the price agreement an additional two (2) years terminating on September 30, 2014.

RECOMMENDATION:

Request BCC Approval of Amendment No. 2 to Price Agreement No. 2010-0323A-ASD/TRV with Matthews Office Supply.

**AMENDMENT NO. 2
TO PRICE AGREEMENT NO. 2010-0323A-ASD/TRV
BETWEEN SANTA FE COUNTY AND
MATTHEWS OFFICE SUPPLY, INC.**

THIS AMENDMENT is made and entered into as of this ___ day of _____, 2012, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and **Matthews Office Supply, Inc.** (hereinafter referred to as "the Contractor").

WHEREAS, in September 2010, the County and the Contractor entered into Price Agreement No. 2010-0323A-ASD/TRV whereby the Contractor agreed to provide 152 items of office supplies at fixed prices over a term of two (2) years (Attachment A to Price Agreement);

WHEREAS, Paragraph 21 of the Price Agreement authorizes the parties to amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, Amendment No. 1, adjusted the prices as provided for in the Price Agreement;

WHEREAS, the parties desire to enter into this Amendment No. 2 to extend the term of the Agreement for two additional years through September 30, 2014.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Article 4, "TERM," is deleted and replaced in its entirety with the following:

"This Price Agreement shall not become effective until approved in writing by the parties. This Price Agreement shall terminate on September 30, 2014, unless earlier terminated in accordance with Article 6, "TERMINATION"."

2. All other provisions of the original Agreement, not amended, replaced or suspended by Amendment No.1 and No.2, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the date first written above.

SANTA FE COUNTY


Liz Stefanics, Chair
Santa Fe Board of County Commissioners

Date

ATTEST:

Valerie Espinoza
Santa Fe County Clerk

APPROVED AS TO FORM:



Stephen C. Ross
Santa Fe County Attorney

10-16-12
Date

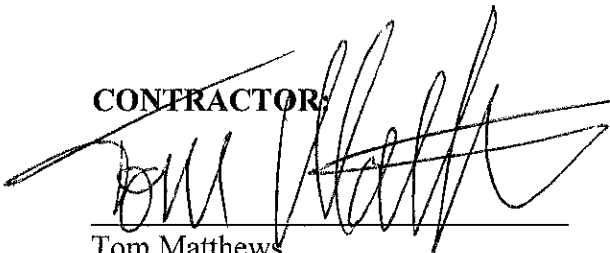
FINANCE DEPARTMENT APPROVAL:



Teresa C. Martinez
Santa Fe County Finance Director

10/22/12
Date

CONTRACTOR:



Tom Matthews
President
Matthews Office Supply, Inc.

10/22/12
Date



**Matthews
Office
Supply**

October 4, 2012

Mr. Bill Taylor
Procurement Manager
Santa Fe County Purchasing
102 Grant Avenue
Santa Fe, NM 87501

Dear Mr. Taylor,

This letter is to inform you of my intentions regarding the expired price agreement between Matthews Office Supply, Inc. and Santa Fe County. While the County has not officially exercised the two year option for renewal, it is my intention to keep the prices on the contract the same during the next year: October 2012 through September 2013. I believe the manufacturers' prices will remain stable over that period of time and therefore provide no reason to adjust the prices on the contract.

Please let me know if I can be of further assistance with this matter.

Sincerely,

Tom C. Matthews
President
Matthews Office Supply, Inc.

**AMENDMENT NO. 1
TO PRICE AGREEMENT NO. 2010-0323A-ASD/TRV
BETWEEN SANTA FE COUNTY AND
MATTHEWS OFFICE SUPPLY, INC.**

THIS AMENDMENT is made and entered into as of this 27th day of March, 2012, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and **Matthews Office Supply, Inc.** (hereinafter referred to as "the Contractor").

WHEREAS, in September 2010, the County and the Contractor entered into Price Agreement No. 2010-0323A-ASD/TRV whereby the Contractor agreed to provide 152 items of office supplies at fixed prices over a term of two (2) years (Attachment A to Price Agreement);

WHEREAS, Paragraph 2.G of Price Agreement No. 2010-0323A-ASD/TRV permits the parties to periodically adjust the prices of the Price Agreement to account for fluctuations in the costs of office supplies;

WHEREAS, the County and Contractor wish to revise and adjust the pricing for certain office supply items due to price increases by Contractor's suppliers and manufacturers;

WHEREAS, Paragraph 2.G of the Price Agreement is a price adjustment provision based on the Producers Price Index (PPI) which is periodically issued by the US Bureau of Labor Statistics;

WHEREAS, use of the PPI for each office supply item of the Price Agreement is not feasible and an optional method for price adjustment should be incorporated into the Price Agreement;

WHEREAS, Paragraph 21 of the Price Agreement the parties to amend the Agreement by an instrument in writing executed by the parties;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Price Agreement No. 2010-0323A-ASD/TRV is amended by inserting a subparagraph H to Paragraph 2 (Goods to be Provided) to read as follows:

H. One-time Price Adjustment. If periodic application of the PPI as provided in G above is not feasible, the parties may mutually agree to an adjustment of prices of certain office supply items listed on Attachment A.

2. Attachment A of Price Agreement No. 2010-0323A-ASD/TRV is amended by adjusting the prices of 42 Items such that the price of each Item is increased by 5% of the former price. Attachment A of the Price Agreement is replaced in its entirety with the Adjusted Price Schedule

attached hereto. The prices on the Adjusted Price Schedule shall be effective on the date this Amendment No. 1 is executed by the parties.

3. All other provisions of Price Agreement No. 2010-0323A-ASD/TRV and Attachment A not specifically amended or replaced as stated in this Amendment No. 1, remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date first written above.

SANTA FE COUNTY

Liz Stefaniacs
Liz Stefaniacs, Chair
Santa Fe Board of County Commissioners

3/27/12
Date

Attest:
Valerie Espinoza
Valerie Espinoza
Santa Fe County Clerk

3/27/12



APPROVED AS TO FORM:

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

February 14, 2012
Date

FINANCE DEPARTMENT APPROVAL:

Teresa C. Martinez
Teresa C. Martinez
Santa Fe County Finance Director

2/26/12
Date

CONTRACTOR

Tom Matthews
Tom Matthews
President
Matthews Office Supply, Inc.

2/28/12
Date

ADJUSTED
PRICE SCHEDULE

Item	Item #	Unit	Article and Description	Price
1	ITA 30027	DZ	Black Pens – medium point	\$ 0.70
2	ITA 30028	DZ	Blue Pens – medium point	\$ 0.70
3	ITA 30029	DZ	Red Pens – medium point	\$ 0.70
4	ITA 70215	DZ	Pencils – No.2	\$ 0.56
5	ITA 36153	DZ	Mechanical Pencils 0.7 mm	\$ 1.46
6	ITA 36152	DZ	Mechanical Pencils 0.5 mm	\$ 1.46
7	SAN 30001	DZ	Permanent Marker – fine point, black	\$ 0.55
8	ITA 30015	ST/4	Dry Erase Markers – chisel tip, assorted	\$ 1.29
9	ITA 30004	DZ	Highlighters – chisel tip, yellow	\$ 0.36
10	ITA 33321	DZ	Highlighters – chisel tip, pink	\$ 0.36
11	ITA 38105	TB	Pencil Lead 0.7 mm	\$ 0.15
12	ITA 38014	TB	Pencil Lead 0.5 mm	\$ 0.16
13	PEN ZE22A	EA	Clic Eraser/Grip Eraser	\$ 1.41
14	PEN ZER2BPK6	PK	Clic Eraser Refills – 2 PER PACK	\$ 0.90
15	BSN 65638	BX	Paper Clips – small	\$ 0.16
16	- NO BID -		Paper Clips – medium	- NO BID -
17	BSN 65639	BX	Paper Clips - large	\$ 0.44
18	SPR 01605	TUB/500	Paper Clips – assorted	\$ 0.90
19	BSN 36550	DZ	Binder Clips – small, 3/4"	\$ 0.19

20	BSN 36551	DZ	Binder Clips – medium, 1 1/4”	\$ 0.43
21	BSN 36552	DZ	Binder Clips – large, 2”	\$ 1.15
22	SPR B21	BX	Paper Fastener – Prong Base, 2 3/4, 2” capacity – 100 PER BOX	\$ 1.09
23	SPR C1	BX	Paper Fastener – Compressor, 2 3/4, 3 1/2 “ capacity – 100 PER BOX	\$ 0.95
24	SPR R20	BX	Two Piece Paper Fastener – Prong & Compressor, 2” capacity – 100 PER BOX	\$ 0.95
25	BSN 65648	EA	Stapler	\$ 1.89
26	BSN 65649	BX	Staples – standard – 5,000 PER BOX	\$ 0.51
27	BSN 65650	EA	Staple Remover – jaw style	\$ 0.25
28	BSN 36612	PK/12	Post Its – 3 x 3 – YELLOW	\$ 1.79
29	BSN 16454	PK/12	Pop Up Post Its – 3 x 3 – YELLOW	\$ 2.47
30	BSN 36610	PK/12	Post Its – 1 1/2 x 2 – YELLOW	\$ 0.91
31	DIS-CONTINUED		Post Its – 4 x 4, lined – YELLOW	NOT AVAILABLE
32	MMM 7671	PK/12	Fax Transmittal Pads – preprinted, self stick	\$ 6.51
33	SPR 19256	PK/140	Color Coding Flags – 3/8 x 1 7/10, assorted	\$ 1.47
34	SPR 19257	PK/100	Sign Here Flags – 1 x 1 3/4	\$ 1.47
35	BSN 42255	BX/100	Inter-Office Envelopes – string/button, 10 x 13	\$ 12.59
36	BSN 42250	BX/500	Plain Envelopes – white, 4 1/8 x 9 1/2	\$ 6.55
37	BSN 42251	BX/500	Window Envelopes – white, #10, 4 1/8 x 9 1/2	\$ 11.49
38	SPR 01347	BX/100	Manila Envelopes – clasp, light brown, 8 3/4 x 11 1/2	\$ 11.19
39	BSN 36663	BX/100	Manila Envelopes – clasp, light brown, 9 x 12	\$ 5.41

40	BSN 36665	BX/100	Manila Envelopes – clasp, light brown, 10 x 13	\$ 6.45
41	BSN 36666	BX/100	Manila Envelopes – clasp, light brown, 10 x 15	\$ 9.15
42	SEL 21485	BX/25	Self-Seal Padded Mailer – 7 1/4 x 8	\$ 10.41
43	SEL 21486	BX/25	Self-Seal Padded Mailer – 8 1/2 x 12	\$ 11.49
44	BSN 17525	BX/100	Manila Folders – letter, 1/3 cut	\$ 5.07
45	BSN 17526	BX/100	Manila Folders – legal, 1/3 cut	\$ 7.42
46	BSN 65776	BX/100	Colored Folders – letter, 1/3 cut, all colors – RD, GRN, YW, BLU	\$ 10.04
47	BSN 17533	BX/25	Hanging Folders – letter, 1/5 tab	\$ 4.79
48	BSN 43570	BX/25	Hanging Folders – legal, 1/5 tab	\$ 6.05
49	SPR SP17262	BX/50	Heavyweight Manila End Tab Folders w/Fasteners – 2” capacity, letter	\$ 16.61
50	SPR SP17237	BX/100	Manila End Tab Folders – 3/4 expansion, letter	\$ 10.85
51	SMD 75114	BX/25	Manila End Tab File Pockets – 1 3/4 expansion, letter	\$ 30.95
52	SJP S13642	BX/50	Double Ply End Tab Expansion Folders w/Fasteners – 2” capacity – RD, GRN, BLU, PUR	\$ 18.65
53	SPR SP17267	BX/50	Top Tab Folders w/Embossed Fasteners – 1” capacity – RD,GRN,BLU,YW	\$ 18.39
54	SPR SP17213	BX/50	Top Tab Folders w/Fasteners – 2” capacity, 1/3 cut, 3/4 expansion, letter	\$ 15.55
55	SPR SP17200	BX/10	Pressboard Classification Folder – 4 section, letter, 2” capacity – BLU,B.RD,DK.BLU,GN,YW	\$ 12.84
56	SPR SP17205	BX/10	Pressboard Classification Folder – 6 section, letter 2” capacity-BLU,B.RD, DK.BLU, GN,YW	\$ 15.16
57	SMD 14094	BX/10	Pressboard Classification Folder – 8 section, letter, 3” capacity- BLU,B.RD, DK.BLU, GN,YW	\$ 36.90
58	SMD 18730	BX/10	Pressboard Classification Folder – 4 section, legal, 2” capacity-BLU,B.RD, DK.BLU, GN,YW	\$ 25.57

59	SPR SP17224	BX/10	Pressboard Classification Folder – 6 section, legal, 2” capacity-BLU,B.RD, DK.BLU, GN,YW	\$ 17.99
60	SMD 19094	BX/10	Pressboard Classification Folder – 8 section, legal, 3” capacity-BLU,B.RD, DK.BLU, GN,YW	\$ 41.29
61	ACC 17021	EA	Pressboard Report Cover w/Reinforced Hinge – 2” capacity, 8 ½ x 11- BLK,LT.BLU,DK.BLU,RD	\$ 2.19
62	SPR 71441	BX/25	Clear Front Report Cover w/Fasteners – 100 sheet capacity, holds 8 ½ x 11 size sheets	\$ 6.77
63	BSN 65792	BX/10	File Pocket – 5 1/4 expansion, letter	\$ 6.38
64	SMD 73223	EA	Colored File Pocket – 1 3/4 expansion, letter-BLU,GN,RD,YW	\$ 1.12
65	SPR 26550	EA	Colored File Pocket – 2” expansion, letter – BLU, GN, RD,YW	\$ 0.51
66	SPR 26534	EA	Index Expanding File – index A – Z, 21 pockets, 7/8” capacity, without flap, letter	\$ 4.24
67	SPR 26576	EA	Expanding Wallet – 5” capacity, elastic cord closure, legal	\$ 1.57
68	SPR 71435	BX/25	Twin Pocket Portfolios – holds up to 150 sheets, holds 11 x 8 1/2 sheets, all colors	\$ 4.52
69	BSN 28440	EA	1” Binder – D ring, view	\$ 2.02
70	BSN 28442	EA	2” Binder – D ring, view	\$ 2.95
71	BSN 28443	EA	3” Binder – D ring, view	\$ 3.71
72	BSN 28444	EA	4” Binder – D ring, view	\$ 5.47
73	BSN 28445	EA	5” Binder – D ring, view	\$ 8.03
74	BSN 20067	ST	Binder Insert Tabs – 8 tab	\$ 0.48
75	AVE 11911	PK/25	Binder Insert Tabs – numbered – ALL NUMBERS	\$ 1.42
76	AVE 01401	PK/20	Binder Insert Tabs – lettered – ALL LETTERS	\$ 1.42
77	AVE 11374	ST	Binder Insert Tabs – a thru z	\$ 1.60
78	AVE 11449	ST	Translucent Dividers – clear label dividers, 5 tab per set	\$ 3.67

79	SPR 74106	BX/50	Sheet Protectors – top load, medium clear	\$ 2.08
80	MAX 648200	PK/100	CD-R Discs – 700 mb	\$ 12.90
81	IMN 41149	PK/25	CD-RW – 700 mb	\$ 12.95
82	VER 95058	PK/25	DVD-R – 4.7 gb	\$ 8.92
83	CCS 26500	BX/100	DVD/CD Sleeves – envelopes w/clear window	\$ 1.48
84	BSN 26148	PK/100	Full Face CD Labels	\$ 8.84
85	AVE 75263	PK/5	CD Binder Pages – for use w/three ring binder (for CD storage)	\$ 5.59
86	ELI 26071	PK/50	DVD Labels	\$ 6.14
87	APR 60045	EA	Scotch Tape – invisible tape, 3/4 x 1296, 1” core	\$ 0.53
88	SPR 64007	EA	Scotch Tape Dispenser – 1” core, up to 3/4 tape width	\$ 0.95
89	SPR 01613	RL	Packaging Tape – 2 x 110 yds. w/3” core	\$ 1.21
90	BSN 28650	DZ	Calculator Tape – 2 1/4 x 150 ft.	\$ 4.17
91	BSN 26941	EA	Notebook – 6 x 9 gregg rule	\$ 0.79
92	BSN 63110	DZ	Legal Note Pads – white, 5 x 8	\$ 4.07
93	BSN 63108	DZ	Legal Note Pads – white, 8 ½ x 11	\$ 5.91
94	RED 33502	EA	Notebook – 5 x 7, college ruled	\$ 1.19
95	ESS 25093	EA	Memo Book – 3 x 5, top wire bound, narrow ruled	\$ 0.78
96	TOP 3002S	DZ	Phone Message Pad – 4 1/4 x 5 1/2	\$ 3.01
97	SPR 02301	EA	Wire-bound Message Books – black print carbonless duplicates w/stop card to prevent write through, 2 ¾ x 5	\$ 2.20
98	ABF TC1182	EA	Money/Rent Receipt Books – Carbonless, 3 part, 7 5/8 x 11	\$ 4.23

99	ITA 01539	EA	Liquid Paper – white	\$ 0.39
100	TOM 68620	EA	Correction Tape – sideways application	\$ 1.58
101	MAC ML3000	BX/3000	Address Labels – white, inkjet/laser printer, 1 x 2 5/8	\$ 7.48
102	MAC ML8100	BX/8000	Mailing Labels – white, inkjet/laser printer, 1/2 x 1 3/4	\$ 7.62
103	BSN 26102	PK/1500	File Folder Labels – 1/3 cut, white, 3 7/16 x 2/3	\$ 7.43
104	BSN 26101	PK	File Folder Labels – 1/3 cut, assorted colors, 3 7/16 x 2/3	\$ 3.12
105	MAC ML0100	BX/100	Shipping Labels – 8 1/2 x 11	\$ 7.48
106	AVE 16141	PK	Self Stick Plastic Index Tabs – side mount, heavy duty, write on	\$ 1.89
107	SMD 67420	RL	Numerical End Tab File Folder Labels – single digit label, colored numeral, white background, 0 - 9	\$ 5.23
108	TAB 58090	PK	Exhibit Labels - Yellow	\$ 2.89
109	AVE 8871	PK	Business Cards – 2 x 3 1/2, white, inkjet printer	\$ 8.59
110	SPR 81001	BX/100	Push Pins – 3/8, assorted	\$ 0.85
111	BAU 68909	EA	Badge Straps w/Clips – clear	\$ 0.27
112	ESS 44212	EA	Diploma Cover – 12 x 10	\$ 13.45
113	BSN 15745	BX/1LB	Rubber Bands – assorted sizes	\$ 2.63
114	BSN 15743	BX/1LB	Rubber Bands – 3 1/2 x 1/8 x 1/32	\$ 2.63
115	BSN 15729	BX/1LB	Rubber Bands – 7 x 1/8 x 1/16	\$ 2.63
116	SPR 52625	CTN/2	Flip Chart – 27 x 34 - unruled	\$ 19.31
117	SAN 22474	SET/4	Flip Chart Markers – bullet tip, assorted	\$ 2.22
118	SPR 01188	BX/50	Laminating Sheets/Pouches - letter	\$ 19.90
119	SPR 01153	BX/100	Laminating Pouches – clear, 5 mils, 2 15/16 x 4 1/8	\$ 1.65

120	HEW C6979A	PK/50	Photo Paper – luster, 8 1/2 x 11	\$ 16.78
121	SPR 38950	EA	Desktop Copyholder – paper holder/line guide	\$ 3.38
122	BSN 65647	EA	Scissors – 8 inch	\$ 1.20
123	BSN 15788	EA	Glue Stics – clear, 1.27 oz.	\$ 0.48
124	EVE EN92	PK/24	Batteries - AAA	\$ 8.48
125	EVE EN91	PK/24	Batteries - AA	\$ 8.22
126	EVE EN93	PK/12	Batteries – C	\$ 7.16
127	EVE EN95	PK/12	Batteries – D	\$ 9.02
128	EVE EN22	PK/12	Batteries – 9 Volt	\$ 15.25
129	VER 95236	EA	Flash Drives – 4 gb	\$ 14.05
130	AAG E717-50	EA	Daily Desk Calendar Refill – 12 month, loose leaf/two hole, 3 ½ x 6	\$ 1.32
131	AAG SK24-00	EA	Monthly Desk/Wall Calendar – 12 month, 22 x 17	\$ 2.66
132	DTM 12010	EA	Planner Refill – one page per day, 7 ring, 5 ½ x 8 ½	\$ 13.97
133	DTM 14010	EA	Planner Refill – one page per day, 7 ring, 8 ½ x 11	\$ 15.62
134	DTM 87228	PK	Lined Note Pads for Organizer – 7 ring, 5 ½ x 8 ½	\$ 2.61
135	DTM 87328	PK	Lined Note Pads for Organizer – 7 ring, 8 ½ x 11	\$ 2.99
136	AAG 70100Y05	EA	Weekly/Monthly Planner – 12 month, 2 pages per week, 6 7/8 x 8 ¼	\$ 10.26
137	AAG 7065005	EA	Weekly/Monthly Planner – 12 month, 2 pages per week, 8 ¼ x 10 7/8	\$ 12.15
138	CCS 24305	EA	Air Dusters – 10 oz, spray tube	\$ 2.44
139	CCS 24224	EA	Monitor Wipes – pre-moistened	\$ 2.18
140	GJO 10450	EA	Hand Sanitizer – pump	\$ 2.69

141	GJO 10475	EA	Disinfecting Wipes	\$ 2.99
142	COX 38504EA	EA	Disinfecting Spray	\$ 3.53
143	GEP 48100BX	EA	Facial Tissue	\$ 0.92
144	GJO 10358	EA	Dishwashing Liquid	\$ 2.75
145	PAG 32370	BX	Laundry Detergent	\$ 4.79
146	SPR 01488	EA	Ruler – 12”	\$ 0.19
147	MLK 3D	EA	4 Pin Tumbler Lock – 1 ½” width	\$ 4.85
148	SWI 54031	DZ	Fingertip Grips - small	\$ 1.14
149	SWI 54032	DZ	Fingertip Grips - medium	\$ 1.14
150	SPR 01569	EA	Fingertip Moistener – 3/8 oz.	\$ 0.49
151			Toner - Manufactured	25 %
151 A			Toner – Re-manufactured	50 %
152			Colored Paper	50 %

**SANTA FE COUNTY
PRICE AGREEMENT**

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

A. "County" shall mean Santa Fe County.

B. "Using Department or Department" shall mean a Department or Elected Official's office of Santa Fe County.

C. "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.

D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to furnish items to the using department which issues a Purchase Order.

E. "Record Adjustment Date" means a date within thirty days of issuance of the Producers Price Index (Not Seasonably Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor.

2. GOODS TO BE PROVIDED

A. Good Listed on Attachment A. The Department, through the County, may issue purchase orders of the items described herein. The item ordered must be listed on Attachment 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 Attachment A. No guarantee or warranty is made or implied, by either the County or the 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 Information for Bidders, attached hereto as Attachment B. Purchase Orders issued pursuant to this Agreement must show the

applicable Price Agreement item(s), numbers(s), and price(s). Any items provided pursuant to this Price Agreement must meet or exceed the 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, price agreement number, and the commercial part number (if any) for each item. Unless otherwise designated by the County, the Contractor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence of the Department, the Contractor shall bear all risk of loss or damage until products have been accepted by the 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 Department of any enhanced delivery charges prior to the acceptance of the purchase order.

3. Whenever the 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 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 of the Contractor. In the event of failure of the Contractor to deliver in accordance with this requirement, the Contractor 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 Purchase Order number and the Contractor's name, the 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 Departments 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 Attachment A for each item shall be the price for that item as adjusted as set forth below.

G. Periodic Price Adjustments.

1. The price of items shall be subject to adjustment (increase or decrease) pursuant to this subparagraph to account for fluctuations in the costs of the items that are the subject of this Price Agreement. Adjustments to the prices set forth on Attachment A shall occur within thirty days following issuance of the Bureau of Labor Statistics index Producers Price Index (Not Seasonably Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor, usually every four months. At that time (the record adjustment date), a price adjustment shall be calculated by adding or subtracting the materials price adjustment to the price of each item set forth on Attachment A. The materials price adjustment shall equal the sum of each adjustment, which shall be calculated in accordance with subsection (3) of this Section. Record price adjustment reflecting a *decrease* in the applicable PPI shall offset previous adjustments resulting from an increase in the applicable PPI. The adjustment shall serve to reduce the price of a particular item in the event that the sum of the adjustments equals a negative number or an increase in the price of an item in the event that the sum of the adjustments equals a positive number.

2. The baseline cost amount for each item set forth on Attachment A shall be as specified on Attachment A (e.g., the price bid for each item). This baseline cost amount shall be used to calculate the adjustments in accordance with subsection (3) of this Section.

3. A record adjustment shall be based on the PPI for that item. At the time of contracting, the specific PPI index for each item shall be identified and set forth herein on Attachment C. On the record adjustment date, record adjustments shall be calculated by multiplying the applicable baseline cost amount associated with the particular item by the record adjustment factor. The record adjustment factor shall be based on the percentage of change in the applicable PPI from the effective date of this Price Agreement (IC) as compared to the applicable PPI on the record adjustment date (IE), and shall be calculated in accordance with the following formula:

$$\text{Record Adjustment Factor} = \text{IE/IC} - 1.00$$

The parties shall execute a Contract Administration Memorandum setting forth each record adjustment within thirty (30) days after the applicable record adjustment date.

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 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 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 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, extended totals and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Department and not to the County's Central Purchasing Office.

E. Payment of Invoices. Upon written certification from the 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 and mailed 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 County tax identification number(s). If the Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the 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 two (2) year(s). The County may, in its discretion, extend the term for an additional two years under the same terms and conditions of this Agreement.

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 PURCHASE ORDERS issued by the County prior to the effective date of the amendment mutually agreed upon. Amendments affecting prices are not allowed.

8. STATUS OF CONTRACTOR

The Contractor, and Contractor's agents and employees, are independent Contractors and are not employees of the 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 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 9(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 Purchasing 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 to be delivered under this Price Agreement 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 County of New Mexico, 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 County of New Mexico and shall be delivered to the 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 Department at conclusion of the Agreement.

19. 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 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 county 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 incorporates the Information For Bidders, Attachment B, including any written addenda, and the Contractor's bid, Attachment 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 Information For Bidders 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 Attorney's Office
102 Grant Avenue
Santa Fe, NM 87501

To Contractor:
Matthews Office Supply, Inc.
Attn: Tom C. Matthews
1587 Pacheco Street
Santa Fe, NM 87505

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.

THIS SPACE LEFT BLANK INTENTIONALLY

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

SANTA FE COUNTY:

[Signature]
Harry Montoya, Chairman
Santa Fe Board of County Commissioners

9/28/10

ATTEST:

[Signature]
Valerie Espinoza
Santa Fe County Clerk



APPROVED AS TO FORM:

[Signature]
Stephen C. Ross
Santa Fe County Attorney

1 September 2010
Date

FINANCE DEPARTMENT APPROVAL:

[Signature]
Teresa Martinez
Santa Fe County Finance Director

9/15/10
Date

MATTEWS OFFICE SUPPLY, INC.:

[Signature]
(SIGNATURE)

9/30/10
Date

TOM C. MATTHEWS PRESIDENT
(PRINT NAME AND TITLE)

FEDERAL TAX I.D. NUMBER: 85-0465128

**ATTACHMENT A
PRICE SCHEDULE**

Santa Fe County
 Administrative Services Department
 142 W. Palace Ave.
 2nd Floor
 Santa Fe, NM 87501

IFB #2010-0323-ASD/TRV

Please offer your best price, for each item as outline below. The Bidders shall complete the following bid sheet in full, for Bid No. 2010-0323-ASD/TRV, 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 10:00 am on the bid due date specified.

Item	Item #	Unit	Article and Description	Price
1	ITA 30027	DZ	Black Pens – medium point	\$ <u>.67</u>
2	ITA 30028	DZ	Blue Pens – medium point	\$ <u>.67</u>
3	ITA 30029	DZ	Red Pens – medium point	\$ <u>.67</u>
4	ITA 70215	DZ	Pencils – No.2	\$ <u>.53</u>
5	ITA 36152	DZ	Mechanical Pencils 0.7 mm	\$ <u>1.39</u>
6	ITA 36153	DZ	Mechanical Pencils 0.5 mm	\$ <u>1.39</u>
7	SAN 30001	DZ	Permanent Marker – fine point, black	\$ <u>.55</u>
8	ITA 30015	ST/4	Dry Erase Markers – chisel tip, assorted	\$ <u>1.29</u>
9	ITA 30004	DZ	Highlighters – chisel tip, yellow	\$ <u>.24</u>
10	ITA 33321	DZ	Highlighters – chisel tip, pink	\$ <u>.24</u>
11	ITA 38015	TB	Pencil Lead 0.7 mm	\$ <u>.15</u>
12	ITA 38014	TB	Pencil Lead 0.5 mm	\$ <u>.16</u>
13	PEN ZE22A	EA	Clic Eraser/Grip Eraser	\$ <u>1.41</u>

14	PENZER2BPK6 PK		Clic Eraser Refills (2 per pk)	\$.90
15	BSN 65638	BX	Paper Clips - small	\$.16
16	NO BID		Paper Clips - medium	\$
17	BSN 65639	BX	Paper Clips - large	\$.44
18	SPR 01605	TUB/500	Paper Clips - assorted	\$.90
19	BSN 36550	DZ	Binder Clips - small, 3/4"	\$.19
20	BSN 36551	DZ	Binder Clips - medium, 1 1/4"	\$.43
21	BSN 36552	DZ	Binder Clips - large, 2"	\$ 1.15
22	SPR B21	BX	Paper Fastener - Prong Base, 2 3/4, 2" capacity (100 per Box)	\$ 1.09
23	SPR C1	BX	Paper Fastener - Compressor, 2 3/4, 3 1/2" capacity (100 per Box)	\$.95
24	SPR R20	BX	Two Piece Paper Fastener - Prong & Compressor, 2" capacity (100 per Box)	\$.95
25	BSN 65648	EA	Stapler	\$ 1.89
26	BSN 65649	BX	Staples - standard (5000 per Box)	\$.51
27	BSN 65650	EA	Staple Remover - jaw style	\$.25
28	BSN 36612	PK/12	Post Its - 3 x 3 Yellow (12 per pk)	\$ 1.79
29	BSN 16454	PK/12	Pop Up Post Its - 3 x 3 Yellow (12 per pk)	\$ 2.35
30	BSN 36610	PK/12	Post Its - 1 1/2 x 2 Yellow (12 per pk)	\$.91
31	SPR 19831	PK/6	Post Its - 4 x 4, lined Yellow (6 per pk)	\$ 2.01
32	MMM 7671	PK/12	Fax Transmittal Pads - preprinted, self stick (12 per pk)	\$ 6.51
33	SPR 19256	PK/100	Color Coding Flags - 3/8 x 1 7/10, assorted (140 flags per pk)	\$ 1.47

34	SPR 19257	PK/100	Sign Here Flags - 1 x 1 3/4	\$ <u>1.47</u>
35	BSN 42255	BX/100	Inter-Office Envelopes - string/button, 10 x 13	\$ <u>12.59</u>
36	BSN 42250	BX/500	Plain Envelopes - white, 4 1/8 x 9 1/2	\$ <u>6.55</u>
37	BSN 42251	BX/500	Window Envelopes - white, #10, 4 1/8 x 9 1/2	\$ <u>11.49</u>
38	SPR 01347	BX/100	Manila Envelopes - clasp, light brown, 8 3/4 x 11 1/2	\$ <u>11.19</u>
39	BSN 36663	BX/100	Manila Envelopes - clasp, light brown, 9 x 12	\$ <u>5.41</u>
40	BSN 36665	BX/100	Manila Envelopes - clasp, light brown, 10 x 13	\$ <u>6.45</u>
41	BSN 36666	BX/100	Manila Envelopes - clasp, light brown, 10 x 15	\$ <u>9.15</u>
42	SEL 21485	BX/25	Self-Seal Padded Mailer - 7 1/4 x 8	\$ <u>10.41</u>
43	SEL 21486	BX/25	Self-Seal Padded Mailer - 8 1/2 x 12	\$ <u>11.49</u>
44	BSN 17525	BX/100	Manila Folders - letter, 1/3 cut	\$ <u>4.83</u>
45	BSN 17526	BX/100	Manila Folders - legal, 1/3 cut	\$ <u>7.07</u>
46	BSN 65776	BX/100	Colored Folders - letter, 1/3 cut, all colors RD, GRN, YW, BLU	\$ <u>9.56</u>
47	BSN 17533	BX/25	Hanging Folders - letter, 1/5 tab	\$ <u>4.56</u>
48	BSN 43570	BX/25	Hanging Folders - legal, 1/5 tab	\$ <u>6.05</u>
49	SPR SP17262	BX/50	Heavyweight Manila End Tab Folders w/Fasteners - 2" capacity, letter	\$ <u>15.82</u>
50	SPR SP17237	BX/100	Manila End Tab Folders - 3/4 expansion, letter	\$ <u>10.85</u>
51	SMD 75114	BX/25	Manila End Tab File Pockets - 1 3/4 expansion, letter	\$ <u>30.95</u>
52	BJP S13642	BX/50	Double Ply End Tab Expansion Folders w/Fasteners - 2" capacity, all colors	\$ <u>18.65</u>
53	SPR SP17267	BX/50	Top Tab Folders w/Embossed Fasteners - 1" capacity, all colors, letter RD, GRN, BLU, YW	\$ <u>17.51</u>

RD, GRN
BLU, PUR

54	SPR SP17213	BX/50	Top Tab Folders w/Fasteners - 2" capacity, 1/3 cut, 3/4 expansion, letter	\$ <u>14.81</u>	
55	SPR SP17200	BX/10	Pressboard Classification Folder - 4 section, letter, 2" capacity, all colors	\$ <u>12.84</u>	BLU, B. RD, DK. BLU, GN, YW
56	SPR SP17205	BX/10	Pressboard Classification Folder - 6 section, letter 2" capacity, all colors	\$ <u>15.16</u>	BLU, B. RD DK. BLU, GN, YW
57	SMD 14094	BX/10	Pressboard Classification Folder - 8 section, letter, 3" capacity, all colors	\$ <u>35.14</u>	BLU, B. RD DK. BLU, GN, YW
58	SMD 18730	BX/10	Pressboard Classification Folder - 4 section, legal, 2" capacity, all colors	\$ <u>25.57</u>	BLU, B. RD, YW DK. BLU, GN
59	SPR SP17224	BX/10	Pressboard Classification Folder - 6 section, legal, 2" capacity, all colors	\$ <u>17.99</u>	BLU, B. RD, YW DK. BLU, GN
60	SMD 19094	BX/10	Pressboard Classification Folder - 8 section, legal, 3" capacity, all colors	\$ <u>41.29</u>	BLU, B. RD, YW DK. BLU, GRN
61	ACC 17021	EA	Pressboard Report Cover w/Reinforced Hinge - 2" capacity, 8 1/2 x 11, all colors BLK, LT. BLU, DK. BLU, RD	\$ <u>2.09</u>	
62	SPR 71441	BX/25	Clear Front Report Cover w/Fasteners - 100 sheet capacity, holds 8 1/2 x 11 size sheets	\$ <u>6.45</u>	
63	BSN 65792	BX/10	File Pocket - 5 1/4 expansion, letter	\$ <u>6.08</u>	
64	SMD 73223	EA	Colored File Pocket - 1 3/4 expansion, letter, all colors BLU, GN, RD, YW	\$ <u>1.12</u>	
65	SPR 26550	EA	Colored File Pocket - 2" expansion, letter, all colors BLU, GN, RD, YW	\$ <u>.50</u>	
66	SPR 26534	EA	Index Expanding File - index A - Z, 21 pockets, 7/8" capacity, without flap, letter	\$ <u>4.04</u>	
67	SPR 26576	EA	Expanding Wallet - 5" capacity, elastic cord closure, legal	\$ <u>1.57</u>	
68	SPR 71435	BX/25	Twin Pocket Portfolios - holds up to 150 sheets, holds 11 x 8 1/2 sheets, all colors BLK, LT. BLU, DK. BLU, GN, RD, ASST	\$ <u>4.52</u>	
69	BSN 28440	EA	1" Binder - D ring, view	\$ <u>1.92</u>	
70	BSN 28442	EA	2" Binder - D ring, view	\$ <u>2.81</u>	
71	BSN 28443	EA	3" Binder - D ring, view	\$ <u>3.71</u>	
72	BSN 28444	EA	4" Binder - D ring, view	\$ <u>5.47</u>	

73	BSN 28445	EA	5" Binder - D ring, view	\$ <u>8.03</u>
74	BSN 20067	ST	Binder Insert Tabs - 8 tab	\$ <u>.46</u>
75	AVE 11911	PK/25	Binder Insert Tabs - numbered ^{ALL NUMBERS}	\$ <u>1.42</u>
76	AVE 01401	PK/25	Binder Insert Tabs - lettered ^{ALL LETTERS}	\$ <u>1.42</u>
77	AVE 11374	ST	Binder Insert Tabs - a thru z	\$ <u>1.60</u>
78	AVE 11449	ST	Translucent Dividers - clear label dividers, 5 tab per set	\$ <u>3.67</u>
79	SPR 74106	BX/50	Sheet Protectors - top load, medium clear	\$ <u>2.08</u>
80	MAX 648200	PK/100	CD-R Discs - 700 mb	\$ <u>12.29</u>
81	IMN 41149	PK/25	CD-RW - 700 mb	\$ <u>12.33</u>
82	VER 95058	PK/25	DVD-R - 4.7 gb	\$ <u>8.92</u>
83	CCS 26500	BX/100	DVD/CD Sleeves - envelopes w/clear window	\$ <u>1.48</u>
84	BSN 26148	PK/100	Full Face CD Labels	\$ <u>8.84</u>
85	AVE 75263	PK/5	CD Binder Pages - for use w/three ring binder (for CD storage)	\$ <u>5.59</u>
86	ELI 26071	PK/50	DVD Labels	\$ <u>6.14</u>
87	SPR 60045	EA	Scotch Tape - invisible tape, 3/4 x 1296, 1" core	\$ <u>.53</u>
88	SPR 64007	EA	Scotch Tape Dispenser - 1" core, up to 3/4 tape width	\$ <u>.95</u>
89	SPR 01613	RL	Packaging Tape - 2 x 110 yds. w/3" core	\$ <u>1.21</u>
90	BSN 28650	DZ	Calculator Tape - 2 1/4 x 150 ft.	\$ <u>4.17</u>
91	BSN 26941	EA	Notebook - 6 x 9 gregg rule	\$ <u>.79</u>
92	BSN 63110	DZ	Legal Note Pads - white, 5 x 8	\$ <u>3.88</u>

93	BSN 63108	DZ	Legal Note Pads - white, 8 1/2 x 11	\$ <u>5.91</u>
94	RED 33502	EA	Notebook - 5 x 7, college ruled	\$ <u>1.13</u>
95	AMP 25093	EA	Memo Book - 3 x 5, top wire bound, narrow ruled	\$ <u>.74</u>
96	TDP 3002S	DZ	Phone Message Pad - 4 1/4 x 5 1/2	\$ <u>2.87</u>
97	SPR 02301	EA	Wirebound Message Books - black print carbonless duplicates w/stop card to prevent write through, 2 3/4 x 5	\$ <u>2.20</u>
98	ABF TC1182	EA	Money/Rent Receipt Books - Carbonless, 3 part, 7 5/8 x 11	\$ <u>4.23</u>
99	ITA 01539	EA	Liquid Paper - white	\$ <u>.39</u>
100	TDM 68620	EA	Correction Tape - sideways application	\$ <u>1.58</u>
101	MAC ML3000	BX/3000	Address Labels - white, inkjet/laser printer, 1 x 2 5/8	\$ <u>7.48</u>
102	MAC ML8100	BX/8000	Mailing Labels - white, inkjet/laser printer, 1/2 x 1 3/4	\$ <u>7.62</u>
103	BSN 26102	PK/1500	File Folder Labels - 1/3 cut, white, 3 7/16 x 2/3	\$ <u>7.43</u>
104	BSN 26101	PK	File Folder Labels - 1/3 cut, assorted colors, 3 7/16 x 2/3	\$ <u>3.12</u>
105	MAC MLO100	BX/100	Shipping Labels - 8 1/2 x 11	\$ <u>7.48</u>
106	AVE 16141	PK	Self Stick Plastic Index Tabs - side mount, heavy duty, write on	\$ <u>1.89</u>
107	SMD 67420	RL	Numerical End Tab File Folder Labels - single digit label, colored numeral, white background (0-9)	\$ <u>4.98</u>
108	TAB 58090	PK	Exhibit Labels - Yellow	\$ <u>2.89</u>
109	AVE 8871	PK	Business Cards - 2 x 3 1/2, white, inkjet printer	\$ <u>8.59</u>
110	SPR 81001	BX/100	Push Pins - 3/8, assorted	\$ <u>.85</u>
111	BAU 68909	EA	Badge Straps w/Clips - clear	\$ <u>.27</u>
112	ESS 44212	EA	Diploma Cover - 12 x 10	\$ <u>13.45</u>

113	BSN 15745	BX/21b.	Rubber Bands - assorted sizes	\$ <u>2.63</u>
114	BSN 15743	BX/21b.	Rubber Bands - 3 1/2 x 1/8 x 1/32	\$ <u>2.63</u>
115	BSN 15729	BX/11b.	Rubber Bands - 7 x 1/8 x 1/16	\$ <u>2.63</u>
116	SPR 52625	CTN/2	Flip Chart - 27 x 34 - unruled	\$ <u>19.31</u>
117	SAN 22474	SET/4	Flip Chart Markers - bullet tip, assorted	\$ <u>2.22</u>
118	SPR 01188	BX/50	Laminating Sheets/Pouches - letter	\$ <u>18.99</u>
119	SPR 01153	BX/100	Laminating Pouches - clear, 5 mils, 2 15/16 x 4 1/8	\$ <u>1.65</u>
120	HEW C6979A	PK/50	Photo Paper - luster, 8 1/2 x 11	\$ <u>16.78</u>
121	SPR 38950	EA	Desktop Copyholder - paper holder/line guide	\$ <u>3.22</u>
122	BSN 65657	EA	Scissors - 8 inch	\$ <u>1.20</u>
123	BSN 15788	EA	Glue Stics - clear, 1.27 oz.	\$ <u>.48</u>
124	EVE EN92	PK/24	Batteries - AAA	\$ <u>8.48</u>
125	EVE EN91	PK/24	Batteries - AA	\$ <u>8.22</u>
126	EVE EN93	PK/12	Batteries - C	\$ <u>7.16</u>
127	EVE EN95	PK/12	Batteries - D	\$ <u>9.02</u>
128	EVE EN22	PK/12	Batteries - 9 Volt	\$ <u>15.25</u>
129	VER 45236	EA	Flash Drives - 4 gb	\$ <u>14.05</u>
130	AAE 717-50	EA	Daily Desk Calendar Refill - 12 month, loose leaf/two hole, 3 1/2 x 6	\$ <u>1.26</u>
131	AAE 5K24-00	EA	Monthly Desk/Wall Calendar - 12 month, 22 x 17	\$ <u>2.53</u>
132	DTM 12010	EA	Planner Refill - one page per day, 7 ring, 5 1/2 x 8 1/2	\$ <u>13.97</u>

133	DTM 14010	EA	Planner Refill - one page per day, 7 ring, 8 1/2 x 11	\$ <u>15.62</u>
134	DTM 8722B	PK	Lined Note Pads for Organizer - 7 ring, 5 1/2 x 8 1/2	\$ <u>2.61</u>
135	DTM 8732B	PK	Lined Note Pads for Organizer - 7 ring, 8 1/2 x 11	\$ <u>2.99</u>
136	AAG 70100Y05	EA	Weekly/Monthly Planner - 12 month, 2 pages per week, 6 7/8 x 8 3/4	\$ <u>9.77</u>
137	AAG 7065005	EA	Weekly/Monthly Planner - 12 month, 2 pages per week, 8 1/4 x 10 7/8	\$ <u>11.57</u>
138	CCS 24305	EA	Air Dusters - 10 oz, spray tube	\$ <u>2.32</u>
139	CCS 24224	EA	Monitor Wipes - pre-moistened	\$ <u>2.18</u>
140	GJO 10450	EA	Hand Sanitizer - pump	\$ <u>2.56</u>
141	GJO 10475	EA	Disinfecting Wipes	\$ <u>2.85</u>
142	CDK 38504EA	EA	Disinfecting Spray	\$ <u>3.36</u>
143	GEP 4B100BX	EA	Facial Tissue	\$ <u>.92</u>
144	GJO 1035B	EA	Dishwashing Liquid	\$ <u>2.79</u>
145	PAG 32370	BX	Laundry Detergent	\$ <u>4.79</u>
146	SPR 0148B	EA.	Ruler - 12"	\$ <u>.19</u>
147	MLK 3D	EA.	4 Pin Tumbler Lock - 1 1/2" width	\$ <u>4.85</u>
148	SWI 54031	DZ	Fingertip Grips - small	\$ <u>1.14</u>
149	SWI 54032	DZ	Fingertip Grips - medium	\$ <u>1.14</u>
150	SPR 01569	EA	Fingertip Moistener - 3/8 oz.	\$ <u>.49</u>

Item	Item #	Unit	Article and Description	Percentage Discount
151			Toner - Manufactured	<u>25</u> %
151 A			Toner - Re-manufactured	<u>50</u> %
152			Colored Paper	<u>50</u> %

Bidder's Name: MATTHEWS OFFICE SUPPLY

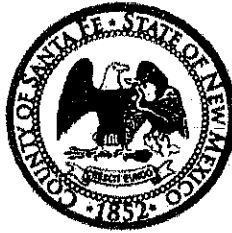
Bidder's Phone: 428-8000 Fax #: 428-8005

Signature of Authorized Bidder's Agent: JOM C MATTHEWS

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3




Kathy Holian
Commissioner, District 4


Elizabeth Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

TO: Santa Fe County Board of County Commissioners

FROM: David Sperling, Fire Chief 

THRU: Pablo Sedillo, Public Safety Director 

DATE: October 30, 2012

SUBJECT: Requesting Board of County Commissioner approval for a waiver from Section 1 of Ordinance No. 2012-5 to purchase an aerial fire apparatus for the Pojoaque Fire District/Santa Fe County Fire Department in the amount of \$614,291 utilizing the Houston-Galveston Area Council cooperative purchasing agreement and authorizing the County Manager to sign the Purchase Order.

ISSUE:

The Santa Fe County Fire Department requests Board of County Commission approval for a waiver from Section 1 of Ordinance 2012-5 to purchase an aerial fire apparatus for the Pojoaque Fire District/Santa Fe County Fire Department in the amount of \$614,291 utilizing the Houston-Galveston Area Council (HGAC) cooperative purchasing agreement.

BACKGROUND:

The Fire Department has identified a need to purchase an Aerial Fire Apparatus for the Pojoaque Fire District/Santa Fe County Fire Department. This need is identified in the Fire Department's Five Year Plan 2010-2014 as well as the Fire-Rescue Impact Fee Capital Improvement Plan. The Aerial Fire Apparatus is a Pierce Saber at a cost of \$614,291.00, which exceeds the \$250,000.00 threshold established by Santa Fe County Ordinance No. 2012-5. The funds for this purchase have been provided by Santa Fe County and are available out of the Department's operating budget/capital purchases.

This Aerial Fire Apparatus is a 2010 Pierce Saber with a 75' ladder. It carries a 1,500 gallon per minute fire pump, 500 gallons of water, and a full complement of ground ladders. The vehicle

has been utilized for a short period as a demo model for Pierce Manufacturing; consequently we are receiving a total price reduction of \$73,003 and a two year warranty which doubles the normal warranty period. The Aerial is in excellent, virtually new condition and is available for immediate delivery. This apparatus will serve the entire northern region of Santa Fe County and will prove to be safe, durable, and cost effective. This Aerial Fire Apparatus will greatly improve the capabilities of the Santa Fe County Fire Department and will meet the needs of Santa Fe County for many years to come.

RECOMMENDATION:

The Fire Department requests the Board of County Commissioners approve a waiver from Section 1 of Ordinance 2012-5 in order to purchase this Aerial Fire Apparatus utilizing the Houston-Galveston Area Council (HGAC) purchasing agreement and authorizing the County Manager to sign the purchase order. The HGAC is a governmental purchasing agreement that was instituted to reduce the burden of procurement on local governments and has been approved by the State of New Mexico Procurement Department for use by New Mexico Counties. The Santa Fe County Fire Department has used HGAC to make apparatus purchases in the recent past.



CONTRACT PRICING WORKSHEET
for motor vehicles only

Contract No.: FS12-11

Date: 10/23/2012

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Agency:	Santa Fe County Pojoaque Fire District	Contractor:	Siddons-Martin Emergency Group
Contact:	Chief David Sperling	Prepared:	John Kovach
Phone:		Phone:	602-790-7294
Fax:		Fax:	
Email:		Email:	johnk@martinapparatus.com

Prod. Code:	WA01	Description:	Pierce Aerial, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear Mounted Telescoping Ladder
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 634,041.26

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$ (36,746.00)
		Subtotal B:	\$ (36,746.00)

Total Published Options \$ 597,295.26

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$ 14,995.74
		Subtotal C:	\$ 14,995.74

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). 3%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Chassis Pre-Payment Discount			
100% Pre-Payment Discount			
		Subtotal D:	\$ -

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) \$ 612,291.00

Quantity Ordered:	1	X Subtotal of A + B + C + D:	612290.9963	=	Subtotal E:	\$ 612,291.00
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F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: \$ 2,000.00

Description	Cost	Description	Cost
Subtotal of column	\$ -	Subtotal of Column	\$ -
		Subtotal G:	\$ -

Delivery Date: H. Total Purchase Price (E+F+G): \$ 614,291.00

Socorro Salazar

From: Pamela Lindstam
Sent: Tuesday, October 23, 2012 1:06 PM
To: Socorro Salazar
Subject: FW: SF County
Attachments: Santa Fe County Pojoaque HGAC template finalevised 10-23-12.xls.xls

Pamela Lindstam, Procurement Senior
Purchasing Department
Santa Fe County
Ph # 505-992-6759
Fax # 505-989-3243
plindsta@santafecountynm.gov

-----Original Message-----

From: Palmer, Jackie [<mailto:jackie.palmer@h-gac.com>]
Sent: Tuesday, October 23, 2012 11:09 AM
To: Pamela Lindstam
Subject: RE: SF County

Hello Pamela,

Attached is a revised pricing sheet and the total did not change. The contract pricing worksheet from Siddons-Martin Emergency Group LLC is in compliance with our contract. You can proceed at your convenience with a purchase order and by faxing/email a copy to me and to the vendor. Thanks

Jackie Palmer
H-GAC, Procurement Services Specialist, Cooperative Purchasing P. O. Box 22777 Houston, TX 77227-2777
Phone: 713/993-2466
Fax: 713/993-4548

-----Original Message-----

From: Pamela Lindstam [<mailto:plindsta@co.santa-fe.nm.us>]
Sent: Thursday, October 18, 2012 4:53 PM
To: Palmer, Jackie
Subject: FW: SF County

Hello Again Jackie,

Could you let me know if you approved the use of the HGAC agreement for this purchase?
Thank you!!

Pamela Lindstam, Procurement Senior
Purchasing Department
Santa Fe County
Ph # 505-992-6759
Fax # 505-989-3243
plindsta@santafecountynm.gov

-----Original Message-----

From: Pamela Lindstam

Sent: Wednesday, October 17, 2012 2:15 PM
To: 'jpalmer@h-gac.com'
Cc: Socorro Salazar
Subject: SF County

Hi Jackie,
Attached is additional information on utilizing the HGAC contract for the purchase of a fire truck that Socorro had sent you.
Hope this is what you need.

Thank you.

Pamela Lindstam, Procurement Senior
Purchasing Department
Santa Fe County
Ph # 505-992-6759
Fax # 505-989-3243
plindsta@santafecountynm.gov

-----Original Message-----

From: purchasing@santafecounty.org [<mailto:purchasing@santafecounty.org>]
Sent: Wednesday, October 17, 2012 8:11 AM
To: Pamela Lindstam
Subject: PUR_XEROX

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Attachment File Type: PDF

WorkCentre Location: Purchasing
Device Name: XERPUR08

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

Pride Number	Qty	Description	Published Options	Unpublished Options
202	1	Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	\$1,932.00	
203	1	Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Single	\$3,629.00	
220	1	Arrow XT to Saber	-\$110,187.00	
223	1	Tire Pressure Monitoring Valve Cap	\$1,681.00	
307	1	Add Foam Pro 2002	\$18,545.00	
402	1	Outlet, Front, 1.50" w/2.00" plumb & swivel, Top of Bumper	\$3,030.00	
403	1	Bumper, 19" extended - Saber	\$2,333.00	
407	1	Outlet, 4" w/3.50" Akron Valve, Right, Handwheel	\$3,976.00	
451	1	Reel, Elect Cable, Akron, (4) Wire	\$2,631.00	
460	6	Shelves, Adjustable, 500 lb Capacity, Painted, Full Width/Depth, 3rd Gen	\$1,008.00	
463	1	Light, Traffic Directing, Whelen TAD8, 30.36" Long LED	\$1,507.00	
473	7	Lights, Compt, Amdor, LED	\$3,282.00	
477	2	Light, FRC, 1000W 240V, FCA530-M12, Bottom Raise, Side Mt, Focus	\$3,866.00	
610	1	Generator, Harrison 6kW MCR Hydraulic, Hotshift PTO, PMFD	\$16,142.00	
953	1	Quick-Lock Waterway Locking System, PAL	\$4,472.00	
963	1	Aerial, HD Ladder, 75' Saber HAL, Quint, Alum Body	\$2,904.00	
1001	1	Add heater Crew Cab		\$1,240.00
1003	1	Add Graphics		\$3,789.00
0001960	1	Axle Hub Covers, Rear, S/S, High Hat (Pair)		\$191.96
0003245	1	Axle Hub Covers w/center hole, S/S, Front Axle		\$91.13
0004390	2	Step, Folding - Extra, Body Only, Eberhard		\$561.34
0005097	1	Elbow, 30 Degree - 4.00"(F) X 5.00" Storz		\$420.42
0016158	1	Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"		\$0.00
0016856	1	Shoreline, 15A 120V, Kussmaul Auto Eject, "Super"		\$434.95
0017359	1	Stripe, Black Outline, Vinyl on Reflective Band		\$69.78
0027341	1	Jog, In Reflective Stripe, Single or Multiple		\$195.34
0057610	1	Waterway, High Flow, 1500 GPM, 75' HAL		\$747.16
0062640	3	Insert, Air Bottle Compt, "W" Shaped		\$430.43
0073970	1	Increased Leg Room, 5.00" Extra, Officer Position, Saber		\$63.02
0076826	2	Cup Holder for Telescopic - Pushup - Light Pole		\$232.06
0530074	1	Location, Traf Dir Lt, On Top of Body Below Turntable with Trdplt Box		\$555.83
0533246	1	Extinguisher, 20 lb Dry Chemical		\$235.00
0550213	1	Add Speaker, Code-3 PB100C, Chrome		\$544.39
0552068	1	AC Power To Aerial Tip, 20 Amp L5-20, (HAL)		\$1,687.71
0552248	1	Tank, Water, 500 Gallon, Poly, 75' Saber HAL		\$1,183.79
0552250	1	Upgrade Pump, QMAX-150, 1500 GPM, Single Stage, Hale, Saber HAL		\$2,540.78
0553401	1	Shelf Tracks, Recessed, 3rd Gen		\$794.67
0568515	1	Paint, Two Tone Cab, #90 Red & #10 White, Saber PMFD		\$787.23
0693039	1	Lights, Stabilizer Warn, (1) Set, Whelen M6°C LED, Rear Clear Lens		\$702.76

Base Bid	\$	634,041.26	
Published Options	\$	(39,249.00)	
Total Published Options	\$	594,792.26	
Unpublished Options	\$	17,498.74	2.94%
Total Options w/o HGAC Fee	\$	612,291.00	

PURCHASE REQUISITION NBR: 0000132709

STATUS: REQ-APRVL >\$10000
REASON: NEW LADDER TRUCK POJORAQUE

DATE: 9/26/12

DELIVER BY DATE: 6/30/13

REQUISITION BY: DIANAA

SHIP TO LOCATION: SF COUNTY FIRE DEPARTMENT SUGGESTED VENDOR: 20681 SIDDONS-MARTIN EMERGENCY GROUP

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	--------------	-----------	-------------	--------------------

1	REQUESTED BY S. MOYA---- PIERCE AERIAL 4 DOOR 75' REAR MOUNTED TELESCOPING LADDER FOR THE POJORAQUE FIRE DISTRICT/MED 50 REGION 1 AT 614,291.00 -- HGAC11 CONTRACT FS12-11 SEE ATTACHED CONTRACT WITH UNPUBLISHED OPTIONS COMMODITY: SUBCOMMOD: MISC	614291.00	EA	1.0000	614291.00
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REQUISITION TOTAL: 614291.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	24408014216009 CAPITAL PURCHASES VEHICLES		614291.00
			614291.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Approved 9.27.12

APPROVED
BUDGET ONLY
Sharon King
 Date: 10/4/12

FY-05
DATE:

**SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS
INTERNAL PURCHASE REQUISITION**



DEPARTMENT / DIVISION : **Fire Admin**

The Following Items to be Used On / At: *New Ladder truck Pojoaque*
REQUESTED BY: *S.Moya*

TRACKING From/To Date Initial

Fire Admin/IT			
Fire/Purchasing			
IT/Purchasing			
COST CENTER	244-0801-421		
REQUISITION #	132709		
PO #			
Project Code			

SHIP TO:		VENDOR 1		VENDOR 2		VENDOR 3				
Santa Fe County Fire Department		Siddons-Martin Emergency								
35 Camino Justicia										
Santa Fe, New Mexico 87508										
Phone: 505-992-3070 Fax: 505-992-3073										
		Jose Jaramillo								
#	DESCRIPTION	LINE ITEM	QUANT	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
	Pierce Aerial 4 door 75' rear mounted telescoping ladder	8009	1	ea	\$ 614,291.00	\$ 614,291.00				
	for the Pojoaque Fire District/Med 50 region			ea		\$ -		\$ -		\$ -
	HGAC11 contract FS12-11			ea		\$ -		\$ -		\$ -
	See attached contract with unpublished options.			ea		\$ -		\$ -		\$ -
				ea		\$ -		\$ -		\$ -
				ea		\$ -		\$ -		\$ -
				ea		\$ -		\$ -		\$ -
				ea		\$ -		\$ -		\$ -
				ea		\$ -		\$ -		\$ -
				ea		\$ -		\$ -		\$ -
Notes / Comments:					SUBTOTAL		SHIPPING/HANDLING		TOTAL CHARGES	
Give PO to Moya					\$ 614,291.00				\$ 614,291.00	

AUTHORIZED SIGNATURE: _____ **Date:** _____

I HEREBY CERTIFY THAT REQUESTS WHICH ARE LESS THAN \$3000 ARE PROCURED AT THE BEST AVAILABLE PRICE.

Fire Administration Approval: _____ **Date:** 9.27.12



RECEIVED JAN 30 2012

HOUSTON-GALVESTON AREA COUNCIL

January 26, 2012

Jeffrey A. Doran, Sales Manager
Siddons-Martin Emergency Group
14233 Interdrive West
Houston, TX 77032

Dear Mr. Doran:

RE: CONTRACT NO. FS12-11 FOR THE SUPPLY OF FIRE SERVICE APPARATUS (ALL TYPES)

Enclosed is the completely executed contract for FS12-11 for your files. Please be advised that your vendor number is #0969 and also serves as your password for the HGACBuy website. Visit our website at: www.hgacbuy.org to schedule your vendor orientation. Should you require any further information concerning this contract please call me at 713-499-6663.

Sincerely,

Tammy Metty
Tammy Metty
Sr. Contract Specialist
H-GAC Cooperative Purchasing Program

Enclosures

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3656 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
SIDDONS-MARTIN EMERGENCY GROUP
Denton, Texas

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Siddons-Martin Emergency Group, hereinafter referred to as the CONTRACTOR, having its principal place of business at 3500 Shelby Lane, Denton, Texas 76207.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Fire Service Apparatus (All Types) Contract to become effective as of December 1, 2011, and to continue through November 30, 2013 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Fire Service Apparatus (All Types) offered by the CONTRACTOR. The CONTRACTOR agrees to sell Fire Service Apparatus (All Types) through the H-GAC Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: FS12-11, including any relevant suffixes
4. CONTRACTOR's Response to Bid No: FS12-11, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract.

Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnifies from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston Area Council, Houston, Texas:



Executive Director

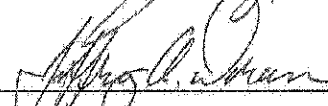
Attest for Houston-Galveston Area Council, Houston, Texas:



Deidre Vick, Director of Public Services

Date: Jan 12 2012

Signed for Siddons-Martin Emergency Group Denton, Texas:



Jeffrey A. Doran - Sales Manager

Printed Name & Title:

Date: Jan 4 2012

Attest for Siddons-Martin Emergency Group Denton, Texas:

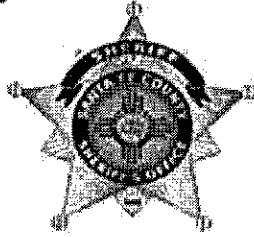


Myra A. Mosley, Executive Coordinator

Printed Name & Title:

Date: Jan 4 2012

SANTA FE COUNTY SHERIFF'S OFFICE



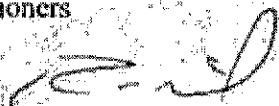
Robert A. Garcia
Sheriff
986-2455
ragarcia@santafecounty.org

Ron E. Madrid
Undersheriff
986-2455
rmadrid@santafecounty.org

35 Camino Justicia -- Santa Fe, New Mexico 87508

MEMORANDUM

To: Board of County Commissioners

Fr: Ron Madrid / Undersheriff 

Date: October 5, 2012

Re: *Request Approval of Agreement #2013-0103-SD/MS Professional Services Agreement with Santa Fe Animal Shelter & Humane Society to Provide Animal Control Services for a total compensation of \$495,222.70, inclusive of GRT for a three year period.*

Issue:

The Santa Fe County Sheriff's Office is requesting that approval of SFC Agreement #2013-0103-SD/MS with the Santa Fe Animal Shelter & Humane Society. This agreement is for Pound Master Fees, which provides animal housing facilities and medical care for animals impounded by the Santa Fe County Animal Control Division.

Background:

This contract replaces SFC Agreement # 29-0099-SD/MS which includes an increase in compensation as well as a revision to the scope of work with a 3 year term and an option to renew on the 4th year. These services are deemed a sole source pursuant to Section 13-1-126 NMSA 1978.

Action Requested:

The Santa Fe County Sheriff's Office is requesting that approval of SFC Agreement #2013-0103-SD/MS with the Santa Fe Animal Shelter & Humane Society for a total compensation of \$495,222.70, inclusive of GRT for a three year period.

MEMORANDUM FOR FILE

TO: File

FROM: Bill Taylor, Procurement Manager *BT*

DATE: August 3, 2012

RE: Sole Source Determination for Santa Fe Animal Shelter/Humane Society

ISSUE

The Santa Fe Animal Shelter is a sole source provider in Santa Fe, New Mexico that houses stray animals that are impounded by the Santa Fe County Animal Control Division and the City of Santa Fe Animal Control Division. There is no other contractor or organization that can provides these types of services on behalf of the local governments in Santa Fe.

DETERMINATION

Pursuant to 13-1-126 NMSA 1978, sole source procurement, a good faith review was conducted and it was determined that the vendor is the sole source to provide the facilities and services requested by the Santa Fe Sheriff's Office, Animal Control Division. These services are vital in the County's attempt to manage stray and sick animals within the County.

**SANTA FE COUNTY
PROFESSIONAL SERVICES AGREEMENT
WITH SANTA FE ANIMAL SHELTER & HUMANE SOCIETY
TO PROVIDE ANIMAL CONTROL SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2012 by and between Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as the “County”) and the Santa Fe Animal Shelter & Humane Society, a New Mexico non-profit organization, with a principal address of, 100 Caja Del Rio Road, Santa Fe, NM 87507, hereinafter referred to as the “Contractor.”

WHEREAS, pursuant to NMSA 1978, Section 13-1-126, the County has determined Contractor to be a “sole source” provider of the requested services;

WHEREAS, the County is in need of animal control and humane animal care services and the Contractor maintains and operates the Santa Fe Animal Shelter & Humane Society;

WHEREAS, the County desires to engage the Contractor to render animal control and humane animal care services;

WHEREAS, the County requires these services and the Contractor is willing to provide the services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES

The Contractor shall:

- A. Provide an animal housing facility for animals impounded by County Animal Control Officers (“ACOs”). The Contractor shall operate and be accessible to ACO’s twenty-four (24) hours per day throughout the term of this Agreement.
- B. Accept an average of one hundred (100) County-impounded animals per month provided these animals do not exhibit any symptoms of disease or conditions such as rabies or other dangerous diseases. If the number of stray dogs and cats received from the ACOs exceed one hundred and twenty (120) in any given month, the Contractor will submit a separate invoice to the County at the Contractor’s daily impound rate as provided in Section 2 (Compensation).
- C. Visually examine all animals upon intake, provide identification bands and wellness vaccinations to healthy non-fractious animals and provide stabilization and wellness care as needed.
- D. Hold animals impounded by the ACOs as strays for the length of time required by Santa Fe County Ordinance No. 1991-6.
- E. Provide daily care to animals according to accepted sheltering industry standards.
- F. Provide medical care under the direction and authority of the Contractor’s licensed

veterinarian. Decisions regarding all medical care, including treatment of animals rest with the Contractor's licensed veterinarian. Animals will not be euthanized within the animal holding period unless medically necessary. Decisions regarding medically necessary euthanasia of suffering animals impounded at the Santa Fe Animal Shelter rest with the Contractor's licensed veterinarian, in accordance with County Ordinance 1991-6, Article 3, Section 3-4(A). The Contractor shall notify the County prior to conducting medically necessary euthanasia of any animal received from an AOC.

- G. Contract with licensed veterinarians whose licensure is in good standing with the New Mexico Board of Veterinary Medicine. The Contractor shall ensure that the veterinarian provide and be responsible for emergency veterinarian services, during veterinarian's regular business hours, for animals received from an AOC. The veterinarian shall be on duty approximately forty (40) hours per week. Contractor shall notify the County of any changes to the veterinarian's work schedule.
- H. Provide monthly status reports to the County that contain the following information: (i) the total number of animals brought to the Contractor each month by the ACOs; (ii) the total number of animals claimed by their owners; and (iii) the total number of animals adopted out by the Santa Fe Contractor.
- I. Receive and maintain County intake cards assuring the cards include the ACO's description of the animal, the date of intake, any special care notations and the disposition of that animal. The Contractor shall return to the ACO Supervisor the County intake card upon disposition of all animals received from the AOCs.
- J. At the County's discretion, the Contractor shall collect fees from the owners for animals running at large, or other applicable fees for impounded animals on behalf of the County. Any fees collected by the Contractor, on behalf of the County, shall be specifically authorized by the County and recorded by the Contractor. The Contractor shall remit records of collected fees on a monthly basis to the County.
- K. Be responsible for the storage and disposal of remains of animals received from an AOC which are euthanized by the Contractor. The Contractor shall provide and maintain a freezer on the Contractor's premises for the appropriate storage of the remains of euthanized animals.
- L. Contractor's staff and volunteers shall conduct themselves professionally and courteously at all times.
- M. Be responsible for making the final decision on the fate of animals received from an AOC which are not designated by an AOC as "Do Not Release to Owner" or "Do Not Euthanize."
- N. Collect Licensing and Impoundment Fees consistent with Appendix A.I (A) and (B) of County Ordinance 1991—6. Contractor will incur all costs involved in launching a licensing program and will collect and retain all Licensing and Impoundment fees up to a total of \$100,000. After Contractor nets \$100,000 in Licensing and Impoundment fees, the Licensing and Impoundment Fees collected thereafter will be split evenly between the County and Contractor. All expenses incurred by the Contractor for the licensing program shall be reasonable and used solely for the animal licensing program. All records and expenses for the animal licensing program established by the Contractor are public records and subject to

- O. Animals delivered to the Contractor by an ACO and whose impoundments are indicated as "Protective Custody" shall be held by the Contractor for up to five (5) days. If the animal has not been reclaimed by its owner by the third day, the Contractor will thereafter charge a \$20.00 per day boarding fee which will be assessed to the owner if the owner reclaims the animal by day five. If the owner fails to reclaim the animal by the end of day five, the animal will be deemed abandoned and its disposition handled by the Contractor.
- P. Sterilize healthy feral cats received from an ACO and return the feral cats to the location where they were found or to a managed cat colony.

The County shall:

- A. Upon impoundment of an animal and delivery to the Contractor complete a County impound card to include the time of impound and the location at which the animal was impounded.
- B. Upon delivery of an impounded animal to the Contractor, indicate in writing whether the County requires the impounded animal to be held beyond the time limits stated in County Ordinance 1991-6, Art. 3, Section 3-2. These impounded animals will be designated as: "Do Not Release to Owner" or "Do Not Euthanize."
- C. Contact the owner of animals impounded by the ACOs. Whenever possible, the County shall attempt to return animals to their owner prior to impounding them at the Contractor's facility.
- D. Provide and be responsible for emergency veterinary services for animals impounded by an ACO when the Contractor's veterinarian is not on duty.
- E. If the County makes the decision to select alternate care and treatment of an animal impounded at the Contractor's facility, notify the Contractor within twenty-four (24) hours of intake and assume all responsibility and liability for that animal, including cost of care for that animal.
- F. In regards to animal bite cases, upon delivery of an animal by an ACO complete and sign the Bite Case Quarantine form attached hereto as Exhibit A and the County impound card. If owner of the animal is known and present at the time of impound, the Bite Case Quarantine form will also be completed and signed by the owner. If the owner of the animal is known and not present at the time of impound, the County will complete the Bite Case Quarantine form without the owner's signature.
- G. Deliver to the Contractor the remains of deceased animals for disposal by the Contractor.
- H. Provide the Contractor with instructions regarding any fees that may be collected by the Contractor on behalf of the County.
- I. Be available to the Contractor Monday through Friday during business hours, for any matters regarding action to be taken by the Shelter including final disposition of any animal delivered by an ACO and impounded at the Contractor's facility.
- J. Make all reasonable attempts before day five provided for in Section I.O. above, to notify an owner of an animal that has been impounded and delivered to the Santa Fe Animal Shelter and designated as being in "Protective Custody."

- Fe Animal Shelter and designated as being in "Protective Custody."
- K. Restrict the Contractor's application of the licensing program provided for in Section 1.N. above to those animals required to be vaccinated and/or licensed in accordance with Section 77-1-3 NMSA 1978 (Vaccination of dogs and cats) and 77-1-15.1 (Regulation and licensure of dogs; impoundment of animals; qualified service animals exempt).
 - L. In cases where an AOC impounds an animal that is not required to be licensed and/or vaccinated under Sections 77-1-3 and 77-1-15.1 NMSA 1978, such as in hoarding cases or cases involving domestic livestock or exotic animals, the County and Contractor may reach agreement on the Contractor's boarding of such animals for a period of time that exceeds the Contractor's standard stray waiting or boarding period. The County will incur the cost and expense of such extended boarding by the Contractor and the County shall seek remuneration from any defendants or violators involved in the case as may be permitted under state law.

2. COMPENSATION AND INVOICING

- A. As compensation for the services provided for the average numbers stated in Section 1.B, the County shall pay Contractor at the conclusion of each month as follows:
 - a) For FY 2013 beginning October 1, 2012: \$15,066.67 per month for 9 months;
 - b) For FY 2014 beginning July 1, 2013: \$15,572.82 per month for 12 months;
 - c) For FY 2015 beginning July 1, 2014: \$15,572.82 per month for 12 months.

The total compensation to be paid under this Agreement for the boarding and disposition of 120 County-impounded dog and cats per month for the term of this Agreement, shall not exceed **Four Hundred Ninety Five Thousand, Two Hundred Twenty Two Dollars and Seventy Cents (\$495,222.70)** inclusive of any applicable tax.

- B. In addition, the Contractor shall invoice the County at a rate of \$20.00 per day per dog or cat for the care and boarding of County-impounded dogs or cats that exceed 120 per month.
- C. The Contractor shall submit a written request for payment to the County whenever payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which

The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

- D. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- E. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate on June 30, 2015, unless earlier terminated pursuant to Sections 5 (Termination) or 6 (Appropriations) of this Agreement. After the initial term of three (3) years, the County has the option to renew this Agreement for one (1) additional year. The County will exercise this option by submitting a written notice to the Contractor in no less than sixty (60) days prior to the expiration of the initial term of this Agreement. The compensation for services as provided in this Agreement are fixed for the first three (3) years of this Agreement and may only be modified or amended by an instrument in writing signed by the parties. In no event shall the term of this Agreement exceed four (4) years from the effective date of the Agreement without this Agreement being amended in writing.

4. ADDITIONAL SERVICES

- A. The parties agree that all services set forth in Section 1 (Scope of Services) of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with industry standards and County Ordinance 1991-6, for the amounts set forth in Section 2 of this Agreement, and for no other cost, amount, fee or expense.
- B. The County may from time to time request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

5. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than sixty (60) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable services, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work or services performed on or after the effective date of termination.
- C. Termination for Convenience by Contractor. The Contractor may terminate this Agreement at any time by giving the County written notice of termination. The notice shall specify the effective date of termination which shall not be less than sixty (60) days from the County's receipt of the notice and shall be of sufficient advance notice so as to give the County sufficient and reasonable time to secure the services of another contractor, or otherwise make arrangement for continued animal boarding services for animals impounded by the County. In no event shall Contractor's stated effective date of termination for convenience be less than sixty (60) days from the date of the County's receipt of Contractor's written notice.
- D. In the event the County or Contractor terminates pursuant to this Section 5 with an effective date of termination that is a date between the first and last of a month, the compensation to be paid to the Contractor shall be the monthly compensation prorated daily to the day before the stated effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If

sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of nor have any contractual relationships

with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. 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 of the County.

13. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

14. INDEMNIFICATION

- A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, counsel shall be retained to represent the County's interest.
- C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

15. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

16. PERMITS, FEES, AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

17. EQUAL OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

18. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligation hereunder, the Contractor shall comply with all applicable laws, ordinances, and obligations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the federal and state district courts of New Mexico, located in Santa Fe County.

20. NOTICE OF PENALTIES

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

21. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

22. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

23. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2 (Compensation) of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

24. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

25. INSURANCE

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. Workers’ Compensation Insurance. The Contractor shall comply with the provisions of the Workers’ Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein

26. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. It is a corporation duly organized and in good standing under the laws of the State of New Mexico.
- B. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- C. This Agreement and the Contractor’s obligations hereunder do not conflict with the Contractor’s articles of incorporation or by-laws or any corporate resolution

adopted by the Contractor.

27. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

28. NOTICES

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Santa Fe County:

Santa Fe County
Santa Fe County Attorney
102 Grant Avenue
Santa Fe, NM 87504-0276

and,

Santa Fe County Sheriff
#35 Camino Justicia
Santa Fe, NM 87508

Contractor:

Santa Fe Animal Shelter & Humane Society
Attention: Finance Department and Executive Director
100 Caja Del Rio Road
Santa Fe, NM 87507

29. SURVIVAL

The provisions of Sections 6, 8, 10, 14, 18, 21, 23, 26 and 29 shall survive termination of this Contract.

30. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges

and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Services) of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

31. ENTIRE AGREEMENT; INTEGRATION

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

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

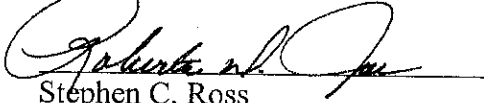
SANTA FE COUNTY

Liz Stefanics, Chair
Santa Fe Board of County Commissioners

ATTEST

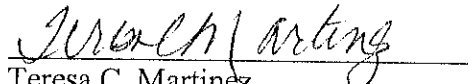
Valerie Espinoza, Clerk

APPROVED AS TO FORM


Stephen C. Ross
Santa Fe County Attorney

Sept 25, 2012
Date

FINANCE DEPARTMENT APPROVAL


Teresa C. Martinez
Santa Fe County Finance Director

10/3/2012
Date

CONTRACTOR SANTA FE ANIMAL SHELTER & HUMANE SOCIETY

_____ Date

By: _____

Title: _____

FEDERAL IDENTIFICATION NUMBER
