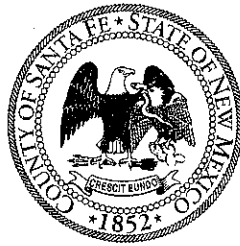


Daniel "Danny" Mayfield
Commissioner, District 1

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

Date: February 17, 2012
To: Board of County Commissioners
Via: Katherine Miller, County Manager
From: Kristine Mihelcic, Media Production Public Relations Specialist
Re: Request to authorize santafecountynm.gov domain registration

Background and Summary:

Santa Fe County currently utilized the domain name www.santafecounty.org for the County website and employee email addresses. The .org domain is generally used by associations and non-profit organizations and generally not utilized by government entities.

Santa Fe County would like to create a .gov domain, which is restricted to government entities. The domain name that is available is www.santafecountynm.gov. This will be used for the Santa Fe County website and employee email addresses to be consistent with other government entities.

Santa Fe County will utilize both domain names for three years to transition from the www.santafecounty.org to www.santafecountynm.gov during this transition time both addresses will work and both @santafecounty.org and @santafecountynm.gov employee email addresses will work.

Registration is managed by the General Services Administration (GSA) of the United States Government. The GSA requires authorization for registration by the County Commission Chair.

The GSA charges a fee of \$125 per year for the registration and would be encumbered and paid for from the IT Division budget. There is also a policy that outlines the content permissible on a .gov domain that Santa Fe County must follow.

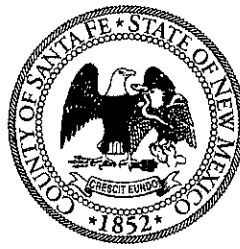
Requested Action:

Staff respectfully requests the Board of County Commissioners approve the transition into the www.santafecountynm.gov domain name, allowing the Commission Chair to authorize registration of the santafecountynm.gov domain.

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

.GOV Domain Registration
c/o Verisign, Inc.
21345 Ridgetop Circle
Dulles, Virginia 20166

Dear Domain Manager:

As the Chairperson of the Board of County Commissioners for Santa Fe County, New Mexico, I formally request that authority over the santafecountynm.gov second-level domain name be delegated to Santa Fe County, New Mexico.

By requesting this domain name, I acknowledge that Santa Fe County will be responsible for payment of the annual \$125 .gov domain name fee and Santa Fe County will be responsible for ensuring the website content of the requested domain name conforms to the .gov website content policy.

This domain name will be used for the Santa Fe County public website URL and County employee official email addresses and is consistent with the Santa Fe County Internet policy.

The following individuals will be listed as Point of Contacts for santafecountynm.gov:

Administrative Point of Contact:
Kristine Mihelcic, Media Production Public Relations Specialist
102 Grant Ave.
Santa Fe, NM 87501-2061
(505) 986-6224 or kbustos@santafecounty.org

Billing Point of Contact:
Sam Page, IT Division Director
102 Grant Ave.
Santa Fe, NM 87501-2061
(505) 992-9888 or sysadmins@santafecounty.org

Technical Point of Contact:
Jim Sisneros, System Administrator
102 Grant Ave.
Santa Fe, NM 87501-2061
(505) 992-9879 or sysadmins@santafecounty.org

Thank you for your assistance in this matter.

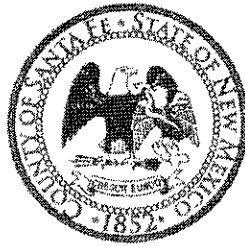
Sincerely,

Elizabeth Stefanics
Chair, Santa Fe County Board of County Commissioners

Daniel "Danny" Mayfield
Commissioner, District 1

Virgina 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

Date: February 28, 2012

To: Santa Fe County Board of County Commissioners

From: Pamela Lindstam, Procurement Specialist Senior

Via: Pablo Sedillo III, Public Safety Director
Annabelle Romero, Corrections Department Director
Ardis Thomas, Medical Administrator

Re: *Request approval to award Indefinite Quantity Professional Service Agreement # 2012-0131 A-CORR/PL to Maxim Staffing Solutions for Temporary Nursing Services for the Corrections Medical Division*

Issue

The Procurement Division requests approval to award an Indefinite Quantity Professional Service Agreement # 2012-0131 A-CORR/PL to Maxim Staffing Solutions for Temporary Nursing Services for the Corrections Medical Division as one of three multi-award contracts.

Background

The Corrections Medical Division (CMD) is responsible for providing 24/7 nursing at the Adult Detention and the Youth Development Facilities. Currently, CMD is experiencing a shortage of two registered nurses and two licensed practical nurses resulting from vacant FTEs and illness; the nursing staff also requires coverage for personal business and vacations.

Due to the number of staffing hours required, it is not feasible for one vendor to fill all the vacancies and it has been determined that multi-award contracts are needed for these services. In the past, CMD had three vendors on contract, during the contract term, one of the vendors went out of business and the remaining two were required to fill the vacancies and there were occasions when neither was able to provide the nursing staff. It is the intent to contract with the three vendors in order to have sufficient coverage for all nursing vacancies.

The Procurement Division solicited a Request for Proposals for Temporary Nursing Services for CMD. The solicitation was advertised in the Santa Fe New Mexican and the Albuquerque Journal, posted on the County Website and e-mailed to eight companies. There were eleven Acknowledgement Receipt Forms received from firms who expressed an interest in submitting a proposal; of those, four proposals were received. There was one Addendum issued which contained questions received via e-mail and questions

asked at the pre-proposal conference pertaining to the procurement process and clarifications on the scope of services.

The four proposals received were:

Maxim Staffing Solutions, Albuquerque, NM
Medical Staffing Network, Albuquerque, NM
Accountable Healthcare Staffing, Albuquerque, NM
Nursefinders, Albuquerque, NM

The proposals were reviewed and scored by the Evaluation Committee who recommended multi-award contracts to Maxim Staffing Solutions, Medical Staffing Network and Accountable Healthcare Staffing in order to provide sufficient nursing staff coverage during vacancies experienced by CMD.

Action Requested

The Procurement Division requests approval to award an Indefinite Quantity Professional Service Agreement # 2012-0131 A-CORR/PL to Maxim Staffing Solutions for Temporary Nursing Services for the Corrections Medical Division.

**INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SANTA FE COUNTY AND MAXIM STAFFING SOLUTIONS
FOR TEMPORARY NURSING SERVICES
FOR THE CORRECTIONS MEDICAL DIVISION**

THIS AGREEMENT is made and entered into this _____ day of _____, 2012 by and between the **Santa Fe County**, hereinafter referred to as "the County", and **Maxim Healthcare Services, Inc. dba Maxim Staffing Solutions**, a Maryland corporation with its principal place of business located at 7227 Lee Deforest Drive, Columbia, Maryland, 21046 hereinafter referred to as "the Contractor".

WHEREAS, the Santa Fe County Corrections Department is committed to providing quality medical care to its prisoners within a supervised and secure setting, while assuring the safety of the public, the staff and the prisoners;

WHEREAS, in accordance with NMSA 1978, Section 13-1-112, the County issued Request for Proposal (RFP) #2012-0131-CORR/PL for Temporary Nursing Services for the Santa Fe County Corrections Department;

WHEREAS, the Contractor submitted its proposal on January 24, 2012, in response to RFP #2012-0131-CORR/PL;

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these 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 WORK

The Contractor shall:

- A. At the County's request the Contractor shall assign qualified, licensed RNs and LPNs, including related staff, as needed to provide services during shift vacancies at the Corrections Medical Division (CMD). If the Contractor is unable to fill a vacancy shift, the Contractor is responsible for providing sufficient notice (respectively an eight [8] hour advanced notification) to the CMD Medical Administrator or designee thereof, informing the Medical Administrator that the contractor is unable to fill the shift vacancy with staff personnel.
- B. Maintain individual employee files for all Contractor personnel containing, at a minimum, the following:
 - i. A completed application, including employee's education, employment history, training, skills, specialties and preferences.
 - ii. Current Tuberculosis (TB) Test results (must be current within one year)

and evidence of satisfactory clearance, in accordance with State regulations.

- iii. Copy of current license, registration or certifications, as applicable.
- iv. Complete background check equivalent to the background checks conducted for employees of the CMD.

C. Contractor personnel assigned to the CMD shall report to an assigned RN Shift Supervisor before he or she begins a shift.

D. The Contractor must provide notice within twenty-four (24) hours of receiving a two-week scheduling request of the shift vacancies the Contractor can and cannot fill.

Santa Fe County reserves the right to dismiss for cause and instruct temporary nursing personnel to leave the premises. In which case, temporary personnel will only be compensated for hours worked and shall not be reassigned to Santa Fe County CMD.

Penalty

The Contractor shall be assessed a \$1,500 penalty fee for failure to provide a minimum of an eight hour advance notice to CMD of the cancellation of any nursing assignment, shift, or coverage previously committed to, CMD which will be in force on a case by case basis to be determined by the Jail Administrator or Medical Administrator.

2. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1. "SCOPE OF WORK," of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with industry standards and the aforementioned statutes, for the amount set forth in Section 3. "COMPENSATION, INVOICING, AND SET-OFF" 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 work to be performed hereunder. Such changes, including any increase or decrease in the amount of 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.

3. COMPENSATION, INVOICING, AND SET-OFF

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated in accordance to the rates as specified in "Exhibit A".
- B. The Contractor shall submit a written request for payment to the County when 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 payment is

sought. 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.

- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payment 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.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. 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 one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for a period of three (3) additional years, on a year-to-year basis, upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty days prior to expiration of the initial 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 fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, 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 performed after the 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 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 or 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 the services required by this agreement.

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 the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

14. 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.

15. 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 WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. 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.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 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.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment 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.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- 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. 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 state district court of New Mexico, located in Santa Fe County.

20. 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.

21. 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, the Contractor shall retain legal counsel to represent the County's interest at Contractor's cost. The County shall approve any legal counsel selected by Contractor 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

22. 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.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue

Santa Fe, New Mexico 87501

To the Contractor: Michael C. Hemelt, Regional Controller

7227 Lee Deforest Drive

Columbia, Maryland 21046

Ph# 410-910-1500

mihemelt@maxhealth.com

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. 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.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and licensed to operate as a business in New Mexico and is properly licensed by the New Mexico Board of Nursing to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.
- D. Contractor shall have current New Mexico Licensure and Cardiopulmonary Resuscitation (CPR) certification for RNs and LPNs.

25. FACSIMILE SIGNATURES

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

26. 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 AND INVOICING," 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.

27. NO THIRD-PARTY BENEFICIARIES

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

28. 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.

E. Professional Liability [Malpractice/Errors and Omissions Insurance]. The Contractor shall procure and maintain during the life of this agreement professional liability (errors and omissions) insurance, with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.

29. PERMITS, FEES, AND LICENSES

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.

30. NEW MEXICO TORT CLAIMS ACT

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

31. 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.

32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints, Corporation Service Company, a New Mexico resident company located at, 125 Lincoln Ave., Suite 223, Santa Fe. NM 87501, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

33. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

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

SANTA FE COUNTY:

Liz Stefanics, Chairperson

Date


Santa Fe County Board of County Commissioners

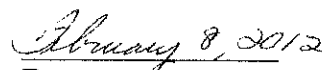
ATTEST

Valerie Espinoza, County Clerk

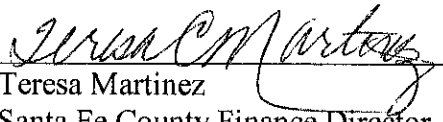
Date

APPROVED AS TO FORM:


Stephen C. Ross
Santa Fe County Attorney


Date

FINANCE DEPARTMENT APPROVAL:


Teresa Martinez
Santa Fe County Finance Director


Date

CONTRACTOR:

Michael C. Hemelt, Regional Controller

Date

By: _____
(Print Name)

Its: _____
(Print Title)

FEDERAL IDENTIFICATION NUMBER

FINANCE DEPARTMENT APPROVAL:

Teresa Martinez
Teresa Martinez
Santa Fe County Finance Director

2/9/2012
Date

CONTRACTOR:

Michael C. Hemelt
Michael C. Hemelt, Regional Controller

2/16/12
Date

By: Michael C. Hemelt
(Print Name)

Its: Regional Controller
(Print Title)

FEDERAL IDENTIFICATION NUMBER

52-1590951

EXHIBIT A

MAXIM STAFFING SOLUTIONS COST PROPOSAL FORM

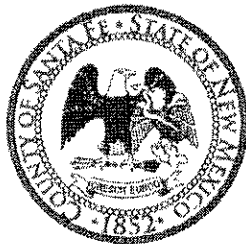
Offerors must provide hourly rates for the following staff positions. The rates below shall be fixed throughout the term of the contract. Santa Fe County reserves the right to negotiate new rates with the successful contractor(s) on an annual basis.

<u>Staff Position</u>	<u>Time Frame</u>	<u>Hourly Rate</u>
Registered Nurse	7am-7pm (Mon-Fri)	\$ 58.00
	7pm-7am (Mon-Fri)	\$ 58.00
Registered Nurse	7am-7pm (Sat-Sun)	\$ 58.00
	7pm-7am (Sat-Sun)	\$ 58.00
<hr/>		
Registered Nurse/Special Care	7am-7pm (Mon-Fri)	\$ 58.00
	7pm-7am (Mon-Fri)	\$ 58.00
Registered Nurse/Special Care	7am-7pm (Sat-Sun)	\$ 58.00
	7pm-7am (Sat-Sun)	\$ 58.00
<hr/>		
Licensed Practical/Vocational Nurse	7am-7pm (Mon-Fri)	\$ 45.00
	7pm-7am (Mon-Fri)	\$ 45.00
Licensed Practical/Vocational Nurse	7am-7pm (Sat-Sun)	\$ 45.00
	7pm-7am (Sat-Sun)	\$ 45.00
<hr/>		
Pharmaceutical Technician	8am-5pm (Mon-Fri)	\$ 25.00
<hr/>		
Medical Records Clerk	8am-5pm (Mon-Fri)	\$ 20.00
<hr/>		

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

Date: February 28, 2012

To: Santa Fe County Board of County Commissioners

From: Pamela Lindstam, Procurement Specialist Senior

Via: Pablo Sedillo III, Public Safety Director
Annabelle Romero, Corrections Department Director
Ardis Thomas, Medical Administrator

Re: *Request approval to award Indefinite Quantity Professional Service Agreement # 2012-0131 B-CORR/PL to Medical Staffing Network for Temporary Nursing Services for the Corrections Medical Division*

Issue

The Procurement Division requests approval to award an Indefinite Quantity Professional Service Agreement # 2012-0131 B-CORR/PL to Medical Staffing Network for Temporary Nursing Services for the Corrections Medical Division as two of three multi-award contracts.

Background

The Corrections Medical Division (CMD) is responsible for providing 24/7 nursing at the Adult Detention and the Youth Development Facilities. Currently, CMD is experiencing a shortage of two registered nurses and two licensed practical nurses resulting from vacant FTEs and illness; the nursing staff also requires coverage for personal business and vacations.

Due to the number of staffing hours required, it is not feasible for one vendor to fill all the vacancies and it has been determined that multi-award contracts are needed for these services. In the past, CMD had three vendors on contract, during the contract term, one of the vendors went out of business and the remaining two were required to fill the vacancies and there were occasions when neither was able to provide the nursing staff. It is the intent to contract with the three vendors in order to have sufficient coverage for all nursing vacancies.

The Procurement Division solicited a Request for Proposals for Temporary Nursing Services for CMD. The solicitation was advertised in the Santa Fe New Mexican and the Albuquerque Journal, posted on the County Website and e-mailed to eight companies. There were eleven Acknowledgement Receipt Forms received from firms who expressed an interest in submitting a proposal; of those, four proposals were received. There was one Addendum issued which contained questions received via e-mail and questions

asked at the pre-proposal conference pertaining to the procurement process and clarifications on the scope of services.

The four proposals received were:

Maxim Staffing Solutions, Albuquerque, NM
Medical Staffing Network, Albuquerque, NM
Accountable Healthcare Staffing, Albuquerque, NM
Nursefinders, Albuquerque, NM

The proposals were reviewed and scored by the Evaluation Committee who recommended multi-award contracts to Maxim Staffing Solutions, Medical Staffing Network and Accountable Healthcare Staffing in order to provide sufficient nursing staff coverage during vacancies experienced by CMD.

Action Requested

The Procurement Division requests approval to award an Indefinite Quantity Professional Service Agreement # 2012-0131 B-CORR/PL to Medical Staffing Network for Temporary Nursing Services for the Corrections Medical Division.

**INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SANTA FE COUNTY
AND MEDICAL STAFFING NETWORK HEALTHCARE, LLC
FOR TEMPORARY NURSING SERVICES
FOR THE CORRECTIONS MEDICAL DIVISION**

THIS AGREEMENT is made and entered into this _____ day of _____, 2012 by and between the **Santa Fe County**, hereinafter referred to as "the County", and **Medical Staffing Network Healthcare, LLC**, a Delaware corporation with its principal place of business located at 901 Yamato Road, Suite 110, Boca Raton, FL. 33431 hereinafter referred to as "the Contractor".

WHEREAS, the Santa Fe County Corrections Department is committed to providing quality medical care to its prisoners within a supervised and secure setting, while assuring the safety of the public, the staff and the prisoners;

WHEREAS, in accordance with NMSA 1978, Section 13-1-112, the County issued Request for Proposal (RFP) #2012-0131-CORR/PL for Temporary Nursing Services for the Santa Fe County Corrections Department;

WHEREAS, the Contractor submitted its proposal on January 24, 2012, in response to RFP #2012-0131-CORR/PL;

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these 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 WORK

The Contractor shall:

- A. At the County's request the Contractor shall assign qualified, licensed RNs and LPNs, including related staff, as needed to provide services during shift vacancies at the Corrections Medical Division (CMD). If the Contractor is unable to fill a vacancy shift, the Contractor is responsible for providing sufficient notice (respectively an eight [8] hour advanced notification) to the CMD Medical Administrator or designee thereof, informing the Medical Administrator that the contractor is unable to fill the shift vacancy with staff personnel.
- B. Maintain individual employee files for all Contractor personnel containing, at a minimum, the following:
 - i. A completed application, including employee's education, employment history, training, skills, specialties and preferences.
 - ii. Current Tuberculosis (TB) Test results (must be current within one year)

- and evidence of satisfactory clearance, in accordance with State regulations.
 - iii. Copy of current license, registration or certifications, as applicable.
 - iv. Complete background check equivalent to the background checks conducted for employees of the CMD.
- C. Contractor personnel assigned to the CMD shall report to an assigned RN Shift Supervisor before he or she begins a shift.
- D. The Contractor must provide notice within twenty-four (24) hours of receiving a two-week scheduling request of the shift vacancies the Contractor can and cannot fill.

Santa Fe County reserves the right to dismiss for cause and instruct temporary nursing personnel to leave the premises. In which case, temporary personnel will only be compensated for hours worked and shall not be reassigned to Santa Fe County CMD.

Penalty

The Contractor shall be assessed a \$1,500 penalty fee for failure to provide a minimum of an eight hour advance notice to CMD of the cancellation of any nursing assignment, shift, or coverage previously committed to, CMD which will be in force on a case by case basis to be determined by the Jail Administrator or Medical Administrator.

2. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1. "SCOPE OF WORK," of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with industry standards and the aforementioned statutes, for the amount set forth in Section 3. "COMPENSATION, INVOICING, AND SET-OFF" 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 work to be performed hereunder. Such changes, including any increase or decrease in the amount of 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.

3. COMPENSATION, INVOICING, AND SET-OFF

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated in accordance to the rates as specified in "Exhibit A".
- B. The Contractor shall submit a written request for payment to the County when 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 payment is

sought. 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.

- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payment 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.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. 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 one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for a period of three (3) additional years, on a year-to-year basis, upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty days prior to expiration of the initial 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 fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, 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 performed after the 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 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 or 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 the services required by this agreement.

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 the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

14. 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.

15. 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 WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. 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.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 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.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment 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.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- 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. 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 state district court of New Mexico, located in Santa Fe County.

20. 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.

21. 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, the Contractor shall retain legal counsel to represent the County's interest at Contractor's cost. The County shall approve any legal counsel selected by Contractor 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

22. 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.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue

Santa Fe, New Mexico 87501

To the Contractor: Medical Staffing Network Healthcare, LLC
Attn. Contracts Department
4525 Weaver Parkway, Warrenton, IL 60555

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. 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.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and licensed to operate as a business in New Mexico and is properly licensed by the New Mexico Board of Nursing to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.
- D. Contractor shall have current New Mexico Licensure and Cardiopulmonary Resuscitation (CPR) certification for RNs and LPNs.

25. FACSIMILE SIGNATURES

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

26. 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 AND INVOICING," 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.

27. NO THIRD-PARTY BENEFICIARIES

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

28. 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.
- E. Professional Liability [Malpractice/Errors and Omissions Insurance]. The Contractor shall procure and maintain during the life of this agreement professional liability (errors and omissions) insurance, with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.

29. PERMITS, FEES, AND LICENSES

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.

30. NEW MEXICO TORT CLAIMS ACT

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

31. 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 Count

32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints, Corporate Creations Network Inc., a New Mexico resident company located at, 400 N. Pennsylvania Avenue #600, Roswell, NM 88201, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

33. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

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

SANTA FE COUNTY:

Liz Stefanics, Chairperson

Date

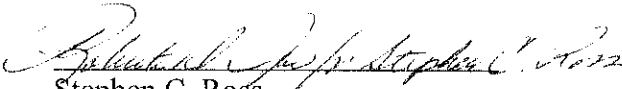
Santa Fe County Board of County Commissioners

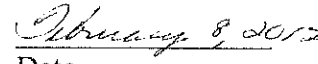
ATTEST

Valerie Espinoza, County Clerk

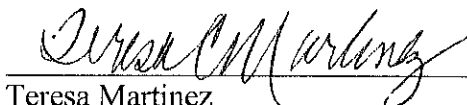
Date

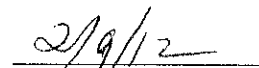
APPROVED AS TO FORM:


Stephen C. Ross
Santa Fe County Attorney

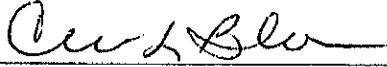

Date

FINANCE DEPARTMENT APPROVAL:



Teresa Martinez
Santa Fe County Finance Director


Date

CONTRACTOR:



Christine Bloom, Director of Contract Services


Date

By: Christine Bloom
(Print Name)

Its: Director-Contract Services
(Print Title)

FEDERAL IDENTIFICATION NUMBER

27-3085068

EXHIBIT A

MEDICAL STAFFING NETWORK HEALTHCARE, LLC COST PROPOSAL FORM

Offerors must provide hourly rates for the following staff positions. The rates below shall be fixed throughout the term of the contract. Santa Fe County reserves the right to negotiate new rates with the successful contractor(s) on an annual basis.

<u>Staff Position</u>	<u>Time Frame</u>	<u>Hourly Rate</u>
Registered Nurse	7am-7pm (Mon-Fri)	\$ 59.00
	7pm-7am (Mon-Fri)	\$ 60.00
Registered Nurse	7am-7pm (Sat-Sun)	\$ 60.00
	7pm-7am (Sat-Sun)	\$ 60.00
<hr/>		
Registered Nurse/Special Care	7am-7pm (Mon-Fri)	\$ 59.00
	7pm-7am (Mon-Fri)	\$ 60.00
Registered Nurse/Special Care	7am-7pm (Sat-Sun)	\$ 60.00
	7pm-7am (Sat-Sun)	\$ 60.00
<hr/>		
Licensed Practical/Vocational Nurse	7am-7pm (Mon-Fri)	\$ 48.00
	7pm-7am (Mon-Fri)	\$ 49.00
Licensed Practical/Vocational Nurse	7am-7pm (Sat-Sun)	\$ 49.00
	7pm-7am (Sat-Sun)	\$ 49.00
<hr/>		
Pharmaceutical Technician	8am-5pm (Mon-Fri)	\$ 27.00
<hr/>		
Medical Records Clerk	8am-5pm (Mon-Fri)	\$ 28.00
<hr/>		

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

Date: February 28, 2012

To: Santa Fe County Board of County Commissioners

From: Pamela Lindstam, Procurement Specialist Senior

Via: Pablo Sedillo III, Public Safety Director
Annabelle Romero, Corrections Department Director
Ardis Thomas, Medical Administrator

Re: *Request approval to award Indefinite Quantity Professional Service Agreement # 2012-0131 C-CORR/PL to Accountable Healthcare Staffing for Temporary Nursing Services for the Corrections Medical Division*

Issue

The Procurement Division requests approval to award an Indefinite Quantity Professional Service Agreement # 2012-0131 C-CORR/PL to Accountable Healthcare Staffing for Temporary Nursing Services for the Corrections Medical Division as three of three multi-award contracts.

Background

The Corrections Medical Division (CMD) is responsible for providing 24/7 nursing at the Adult Detention and the Youth Development Facilities. Currently, CMD is experiencing a shortage of two registered nurses and two licensed practical nurses resulting from vacant FTEs and illness; the nursing staff also requires coverage for personal business and vacations.

Due to the number of staffing hours required, it is not feasible for one vendor to fill all the vacancies and it has been determined that multi-award contracts are needed for these services. In the past, CMD had three vendors on contract, during the contract term, one of the vendors went out of business and the remaining two were required to fill the vacancies and there were occasions when neither was able to provide the nursing staff. It is the intent to contract with the three vendors in order to have sufficient coverage for all nursing vacancies.

The Procurement Division solicited a Request for Proposals for Temporary Nursing Services for CMD. The solicitation was advertised in the Santa Fe New Mexican and the Albuquerque Journal, posted on the County Website and e-mailed to eight companies. There were eleven Acknowledgement Receipt Forms received from firms who expressed an interest in submitting a proposal; of those, four proposals were received. There was one Addendum issued which contained questions received via e-mail and questions

asked at the pre-proposal conference pertaining to the procurement process and clarifications on the scope of services.

The four proposals received were:

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Medical Staffing Network, Albuquerque, NM
Accountable Healthcare Staffing, Albuquerque, NM
Nursefinders, Albuquerque, NM

The proposals were reviewed and scored by the Evaluation Committee who recommended multi-award contracts to Maxim Staffing Solutions, Medical Staffing Network and Accountable Healthcare Staffing in order to provide sufficient nursing staff coverage during vacancies experienced by CMD.

Action Requested

The Procurement Division requests approval to award an Indefinite Quantity Professional Service Agreement # 2012-0131C-CORR/PL to Accountable Healthcare Staffing for Temporary Nursing Services for the Corrections Medical Division.

**INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SANTA FE COUNTY AND ACCOUNTABLE HEALTHCARE STAFFING, INC.
FOR TEMPORARY NURSING SERVICES
FOR THE CORRECTIONS MEDICAL DIVISION**

THIS AGREEMENT is made and entered into this _____ day of _____, 2012 by and between the **Santa Fe County**, hereinafter referred to as "the County", and **Accountable Healthcare Staffing Inc.**, a Delaware corporation with its principal place of business located at 910 Rio Grande Blvd., Albuquerque, N.M. 87104 hereinafter referred to as "the Contractor".

WHEREAS, the Santa Fe County Corrections Department is committed to providing quality medical care to its prisoners within a supervised and secure setting, while assuring the safety of the public, the staff and the prisoners;

WHEREAS, in accordance with NMSA 1978, Section 13-1-112, the County issued Request for Proposal (RFP) #2012-0131-CORR/PL for Temporary Nursing Services for the Santa Fe County Corrections Department;

WHEREAS, the Contractor submitted its proposal on January 24, 2012, in response to RFP #2012-0131-CORR/PL;

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these 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 WORK

The Contractor shall:

- A. At the County's request the Contractor shall assign qualified, licensed RNs and LPNs, including related staff, as needed to provide services during shift vacancies at the Corrections Medical Division (CMD). If the Contractor is unable to fill a vacancy shift, the Contractor is responsible for providing sufficient notice (respectively an eight [8] hour advanced notification) to the CMD Medical Administrator or designee thereof, informing the Medical Administrator that the contractor is unable to fill the shift vacancy with staff personnel.
- B. Maintain individual employee files for all Contractor personnel containing, at a minimum, the following:
 - i. A completed application, including employee's education, employment history, training, skills, specialties and preferences.
 - ii. Current Tuberculosis (TB) Test results (must be current within one year) and evidence of satisfactory clearance, in accordance with State

- regulations.
 - iii. Copy of current license, registration or certifications, as applicable.
 - iv. Complete background check equivalent to the background checks conducted for employees of the CMD.
- C. Contractor personnel assigned to the CMD shall report to an assigned RN Shift Supervisor before he or she begins a shift.
- D. The Contractor must provide notice within twenty-four (24) hours of receiving a two-week scheduling request of the shift vacancies the Contractor can and cannot fill.

Santa Fe County reserves the right to dismiss for cause and instruct temporary nursing personnel to leave the premises. In which case, temporary personnel will only be compensated for hours worked and shall not be reassigned to Santa Fe County CMD.

Penalty

The Contractor shall be assessed a \$1,500 penalty fee for failure to provide a minimum of an eight hour advance notice to CMD of the cancellation of any nursing assignment, shift, or coverage previously committed to, CMD which will be in force on a case by case basis to be determined by the Jail Administrator or Medical Administrator.

2. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1. "SCOPE OF WORK," of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with industry standards and the aforementioned statutes, for the amount set forth in Section 3. "COMPENSATION, INVOICING, AND SET-OFF" 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 work to be performed hereunder. Such changes, including any increase or decrease in the amount of 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.

3. COMPENSATION, INVOICING, AND SET-OFF

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated in accordance to the rates as specified in "Exhibit A".
- B. The Contractor shall submit a written request for payment to the County when 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 payment is sought. 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.

- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payment 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.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. 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 one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for a period of three (3) additional years, on a year-to-year basis, upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty days prior to expiration of the initial 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 fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, 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 performed after the 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 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 or 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 the services required by this agreement.

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 the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

14. 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.

15. 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 WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. 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.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 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.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment 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.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- 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. 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 state district court of New Mexico, located in Santa Fe County.

20. 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.

21. 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, the Contractor shall retain legal counsel to represent the County's interest at Contractor's cost. The County shall approve any legal counsel selected by Contractor 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

22. 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.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue

Santa Fe, New Mexico 87501

To the Contractor: Barbara Salazar, Regional Director
901 Rio Grande Blvd. NW, Suite F146
Albuquerque, NM 87104
Ph# 855-462-1001

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. 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.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and licensed to operate as a business in New Mexico and is properly licensed by the New Mexico Board of Nursing to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.
- D. Contractor shall have current New Mexico Licensure and Cardiopulmonary Resuscitation (CPR) certification for RNs and LPNs.

25. FACSIMILE SIGNATURES

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

26. 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 AND INVOICING," 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.

27. NO THIRD-PARTY BENEFICIARIES

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

28. 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.
- E. Professional Liability [Malpractice/Errors and Omissions Insurance]. The Contractor shall procure and maintain during the life of this agreement professional liability (errors and omissions) insurance, with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.

29. PERMITS, FEES, AND LICENSES

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.

30. NEW MEXICO TORT CLAIMS ACT

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

31. 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.

32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints, National Registered Agents, Inc. a New Mexico resident company located at, 1701 Old Pecos Trail, Santa Fe, NM 87505, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

33. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

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

SANTA FE COUNTY:

Liz Stefanics, Chairperson

Date

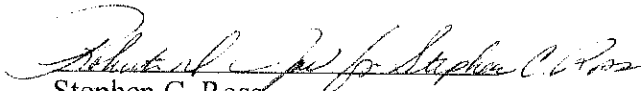
Santa Fe County Board of County Commissioners

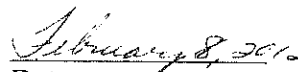
ATTEST

Valerie Espinoza, County Clerk

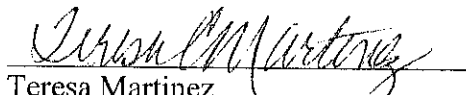
Date

APPROVED AS TO FORM:


Stephen C. Ross
Santa Fe County Attorney


Date

FINANCE DEPARTMENT APPROVAL:


Teresa Martinez
Santa Fe County Finance Director


Date

CONTRACTOR:

Barbara G. Salazar
Barbara G. Salazar, National Director of
Correctional Staffing

2/10/12
Date

By: Barbara G. Salazar
(Print Name)

Its: National Dir of Correctional Staffing
(Print Title)

FEDERAL IDENTIFICATION NUMBER

45-2469689

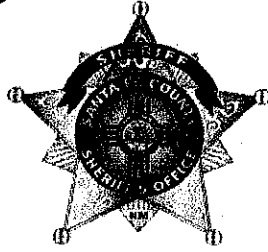
EXHIBIT A

**ACCOUNTABLE HEALTHCARE STAFFING
COST PROPOSAL FORM**

Offerors must provide hourly rates for the following staff positions. The rates below shall be fixed throughout the term of the contract. Santa Fe County reserves the right to negotiate new rates with the successful contractor(s) on an annual basis.

<u>Staff Position</u>	<u>Time Frame</u>	<u>Hourly Rate</u>
Registered Nurse	7am-7pm (Mon-Fri)	\$ 52.00
	7pm-7am (Mon-Fri)	\$ 52.00
Registered Nurse	7am-7pm (Sat-Sun)	\$ 52.00
	7pm-7am (Sat-Sun)	\$ 52.00
<hr/>		
Registered Nurse/Special Care	7am-7pm (Mon-Fri)	\$ 53.00
	7pm-7am (Mon-Fri)	\$ 53.00
Registered Nurse/Special Care	7am-7pm (Sat-Sun)	\$ 53.00
	7pm-7am (Sat-Sun)	\$ 53.00
<hr/>		
Licensed Practical/Vocational Nurse	7am-7pm (Mon-Fri)	\$ 41.00
	7pm-7am (Mon-Fri)	\$ 41.00
Licensed Practical/Vocational Nurse	7am-7pm (Sat-Sun)	\$ 41.00
	7pm-7am (Sat-Sun)	\$ 41.00
<hr/>		
Pharmaceutical Technician	8am-5pm (Mon-Fri)	\$ 24.50
<hr/>		
Medical Records Clerk	8am-5pm (Mon-Fri)	\$ 22.00
<hr/>		

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

Date: February 1, 2012
To: Board of County Commissioners
From: Evelyn Vigil / Accounting
Ron Madrid / Undersheriff
Subject: Capital Purchases – Vehicles/Fleet

Evelyn Vigil
Ron Madrid

Issue:

The Sheriff's Office is requesting Board of County Commission approval to purchase the following vehicle(s) and emergency fleet equipment:

Don Chalmers Ford

14 - 2012 Ford Interceptor Sedan @ \$317,086.00
Per NMSPA# 20-000-00-00026 (exp Dec 26, 2012)
Patrol Units

4 – 2012 Ford Interceptors SUV @ \$104,252.00
Per NMSPA# 20-000-00-00026 (exp Dec 26, 2012)
Patrol Units

New Mexico Emergency Products – Emergency equipment for the above vehicle purchases.

14 – Emergency Equipment Package (includes light bar, sirens, new decals and video equipment.
@ \$127,556.92

Total vehicle & equipment purchase @ \$548,894.92

Note: Funding is available and already allocated for the replacement of fleet & equipment via the FY 2012 Capital Package set –aside.

These purchases require the approval of the Board of County Commissioners due to the cost exceeding the \$100,000 threshold established by Santa Fe County Ordinance 2010-8. These vehicles will be replacing 18 out of the 34 vehicles listed in poor condition which may present a safety issue for our commissioned staff and also cause limitations in providing adequate public safety services to the communities and the citizens of Santa Fe County.

If you should have questions please call me at 505-986-2428. Thank you.

Fiscal Year 2012 Budget Request

Sheriff's Office												FY 2012 VEHICLES	
Division / Program: Public Safety												VEHICLE	
Address / Location: 35 Camino Justicia												CAPITAL	
Cost Center: 246-1201-424												80-09	
Contact & Phone: Ron Madrid - Undersheriff (505) 986-2455													
LICENSE NO	MODEL YEAR	TYPE OF VEHICLE ^A	PURPOSE ^{AA}	HOME yes/no	TAKE	MAKE / MODEL	ASSIGNED DRIVER	FEB 10 ODOMETER	CONDITION*	NEW / REPLACE	VEHICLE CAPITAL		
G38720	1989	LARGE TRUCK	SWAT	NO	NO	FORD / C-6000		67,447	FAIR				
G67406	2005	SEDAN	UC UNIT	YES	YES	CHEVY / IMPALA	JOSH LUCERO	67,762	GOOD				
G76436	2009	SEDAN	PATROL	YES	YES	CHEVY / IMPALA	EDDIE WEBB JR	63,098	GOOD				
JWD 966	2008	SUV	U/C UNIT	YES	YES	DODGE / DURANGO		232,135	POOR	REPLACE	\$34,800*		
G58493	2004	SUV	PATROL	YES	YES	DODGE / DURANGO	RON MADRID	77,480	GOOD				
KHK 504	2008	SUV	ADMIN	YES	YES	DODGE / DURANGO		54,038	GOOD				
G73597	2008	SUV	PATROL	YES	YES	DODGE / DURANGO		144,916	POOR	REPLACE	\$29,500*		
G60071	2005	SEDAN	PATROL	YES	YES	CHEVY / IMPALA							
G76419	2009	SEDAN	COMMUNITY SUPPORT	YES	YES	CHEVY / IMPALA	DIEGO LUCERO	37,420	GOOD				
G76420	2009	SEDAN	PATROL/DWI	YES	YES	CHEVY / IMPALA	JB NISSEN	85,906	GOOD				
G60635	2005	SEDAN	PATROL	YES	YES	FORD / SYNC		96,275	FAIR				
G79203	2010	SEDAN	COMMUNITY SUPPORT	YES	YES	CHEVY / IMPALA	TRACY BACA	28,475	GOOD				
G73596	2008	SUV	PATROL	YES	YES	DODGE / DURANGO	NATHAN SEGURA	50,511	GOOD				
014 PMP	2008	SEDAN	U/C UNIT	YES	YES	CHEVY / IMPALA	JOSH DAVID	49,604	GOOD				
G62191	2002	SEDAN	PATROL	YES	YES	FORD / CRN VIC		156,242	POOR	REPLACE	\$29,500*		
G79201	2010	TRUCK	ANIMAL CONTROL	YES	YES	FORD / F-150	PAUL PORTILLO	32,100	GOOD				
G70246	2007	SEDAN	PATROL	YES	YES	CHEVY / IMPALA		77,732	GOOD				
G63101	2006	VAN	DWI	NO	NO	FORD / E-VAN		2,056	GOOD				
G79202	2010	SEDAN	PATROL	YES	YES	CHEVY / IMPALA	RONALD CROW	10,000	GOOD				
G60066	2005	SEDAN	PATROL	YES	YES	CHEVY / IMPALA		159,229	POOR	REPLACE	\$29,500*		
G39969	1999	VAN	TRANSPORT	NO	NO	FORD / E-VAN			FAIR				
G65473	2005	SEDAN	PATROL	YES	YES	CHEVY / IMPALA	ERIC STEEN	157,871	POOR	REPLACE	\$29,500*		
G60068	2005	SEDAN	PATROL	YES	YES	CHEVY / IMPALA		178,895	POOR	REPLACE	\$29,500*		
G60067	2005	SEDAN	PATROL	YES	YES	CHEVY / IMPALA		154,019	POOR	REPLACE	\$29,500*		
G76421	2009	SEDAN	PATROL	YES	YES	CHEVY / IMPALA	BRIAN MARKLEY	41,947	GOOD				
G60062	2005	SEDAN	SHOW UNIT	NO	NO	CHEVY / IMPALA		35,193	GOOD				
G76435	2009	SEDAN	PATROL	YES	YES	CHEVY / IMPALA	ISAIAH BRYCE	36,951	GOOD				
G53590	2002	TRAILER	DWI TRAILER	NO	NO	VANB / TRAILER			GOOD				
G65476	2006	SEDAN	PATROL	YES	YES	CHEVY / IMPALA	BILL RITCH	28,000	POOR	REPLACE	\$29,500*		
G76434	2009	SEDAN	PATROL	YES	YES	CHEVY / IMPALA			GOOD				
G60064	2005	SEDAN	PATROL	YES	YES	CHEVY / IMPALA			POOR		\$29,500*		
187 PKX	2008	SEDAN	ADMIN	YES	YES	CHEVY / IMPALA	ROBERT GARCIA	18,600	GOOD				
720 PLA	2008	SEDAN	U/C UNIT	YES	YES	CHEVY / IMPALA	MARYVN JARAMILLO	51,193	GOOD				
G79209	2010	SEDAN	COMMUNITY SUPPORT	YES	YES	CHEVY / IMPALA	STEPHEN ORR	29,196	GOOD				
393-PWX	2010	SEDAN	UCUNIT	YES	YES	CHEVY/IMPALA	JAMES YEAGER	13,165	GOOD				
G65474	2008	SEDAN	PATROL	YES	YES	CHEVY / IMPALA	STEPHANIE CHAMPLIN	115,428	FAIR				
G68492	2004	SUV	PATROL	YES	YES	DODGE / DURANGO		233,026	POOR	REPLACE	\$34,800*		
EAS 706	2005	SEDAN	PAIRO	YES	YES	CHEVY / IMPALA		101,120	FAIR				
G60070	2005	SEDAN	PATROL	YES	YES	CHEVY / IMPALA		102,229	FAIR				
G60072	2005	SEDAN	PATROL	YES	YES	CHEVY / IMPALA		104,716	FAIR				
G70204	2010	SEDAN	PATROL	YES	YES	CHEVY/IMPALA	RAFAEL RODRIGUEZ	20,847	GOOD				
G0209	2007	SEDAN	PATROL	YES	YES	CHEVY / IMPALA		19,004	GOOD				
G65478	2006	SEDAN	PATROL	YES	YES	CHEVY / IMPALA	GABE ORTIZ	147,105	FAIR				
G63800	2010	TRUCK	ANIMAL CONTROL	YES	YES	FORD/F-150	MIGUEL TAPIA	20,620	GOOD				

**SANTA FE COUNTY
FISCAL YEAR 11-12
CAPITAL PACKAGE REQUESTS BY FUND**

FUND	EXPENSE ACCOUNT	DESCRIPTION	FINAL BUDGET	EXPENDED TO DATE	REMAINING BUDGET	NOTES
GENERAL FUND County Sheriff						
	246-1201-424-80.03	EQUIPMENT & MACHINERY	\$ 6,500	\$ -	\$ 6,500	
req# 125453 / NMEP - emergency equipment for (14) vehicles submitted on req# 125426 - total purchase @ \$127,556.92. req# 125445 / DON CHALMERS FORD - purchase (4) Ford Interceptors -SUV(S) @ \$104,252.00. req# 125426 / DON CHALMERS FORD - purchases (14) Ford Interceptor - SEDAN(S) @ \$317,095.00.			\$ 627,809	\$ 548,895	\$ 78,914	
	246-1201-424-80.09	VEHICLES	\$ 38,340	\$ -	\$ 38,340	
	246-1201-424-80.15	COMPUTERS & PERIPHERALS				
	246-1201-424-80.95	INVENTORY EXEMPT-COMPUTER		\$ 138	\$ (138)	
	246-1201-424-80.99	INVENTORY EXEMPT	\$ 15,252	\$ 9,984	\$ 5,268	PO# 124593/Brownells - for (1) detachable carry handle for AR-15 assault rifle @ \$85.94 - Incl s/h. PO# 124594/Taser International for (4) Tasers totalling \$2794.85
			\$ 687,901	\$ 559,017	\$ 128,884	

Requisitions - amount are immediately deducted from balance.



State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
3 Vendors-see page 6

Telephone No. _____

Price Agreement Number: 20-000-00-00026

Payment Terms: Net 30 days

F.O.B.: Destination

Delivery: See page 6

Ship To:

All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Sandra Lujan SL

Telephone No.: 505-827-0242

Invoice:

As requested

Title: **Automotive Vehicles, Police Pursuit**

Term: **December 27, 2011 thru December 26, 2012**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Sandra K. Sanchez
New Mexico State Purchasing Agent

Date: 12/15/11

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00026

Page-2

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee 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 contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00026

Page-3

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

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

16. Payment for Purchases: Except as otherwise agreed to; late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has or grows to six (6) or more employees who work or who are expected to work an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars (\$250,000).

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link for additional information:
<http://insurenemexico.state.nm.us/>

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user 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 and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00026

Page-6

Awarded Vendors:

(AA)

0000051541

**Don Chalmers Ford
2500 Rio Rancho Blvd.
Rio Rancho, NM 87124
505-890-2159**

Delivery: Santa Fe

(AB)

0000047770

**Melloy Dodge
9621 Coors NW
Albuquerque, NM 87114
505-922-2559**

Delivery: As needed

(AC)

0000049313

**Reliable Chevrolet
9901 Coors Rd. NW
Albuquerque, NM 87114
505-338-5870**

Delivery: Approx. 60 days ARO

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00026

Page-7

Establish a Statewide Price Agreement for police pursuit vehicles, current year models.

The term of this Price Agreement for issuance of orders shall be one (1) year from date of award through the manufacturer's current "build out date", with an option to extend for a period of up to three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Definition:

"Build out date" when manufacturer stops accepting orders.

Vendors to indicate build out date: * _____ (**"build out date" may be a factor on award).

The following conditions shall apply to all items:

- A. Bidder must be an authorized dealer, and have parts and service facilities within the state of New Mexico.
- B. Units shall be new current production year models.
- C. All specifications are minimum.
- ~~D. Units shall meet all federal and state legal requirements.~~
- E. All vehicles must be assembled in North America.
- F. Units shall include all standard items as listed in manufacturer's literature.
- G. Units furnished shall be completely assembled, serviced, and ready for operation as required by the manufacturer and the user agency.
- H. Units shall carry the manufacturer's standard warranty as offered to the general public. Warranty shall apply from the date the unit is accepted and approved by the user agency as meeting all specifications.
- I. Units are to be transported to the dealer's place of business, rather than driven.
- J. All ordered options shall be installed as requested.
- K. Award shall be based on total net cost, F.O.B. Santa Fe, New Mexico.
- L. All subcontractors must show proof of current product liability insurance.
- M. Requested delivery: within approximately 75-90 working days ARO; subject to manufacturer production schedules.
- N. All vehicles shall include all OEM equipment as supplied by the manufacturer, unless otherwise specified in Price Agreement specifications.
- O. Prior to delivery of vehicle(s) to user agency, all fuel tanks and reservoirs must be filled to full capacity.
- P. Awarded vendor shall acknowledge receipt of purchase order to ordering agency within two (2) working days. Verbal orders are not valid. Likewise, user must verify receipt of purchase order by vendor.
- Q. The New Mexico Purchasing Division reserves the right to add or delete options and/or negotiate the price of options if it is to the best interest of the State of New Mexico.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00026

Page-8

Note: All quantities are approximate.

It is the purpose of this specification to describe various vehicles to be used in police patrol service. These vehicles will be operated for long periods of time at normal traffic speeds, with frequent periods of idling; however, the vehicles must also be capable of fast acceleration and high-speed performance. For this reason, the vehicles must have outstanding handling characteristics, cooling system and brake system.

The manufacturer, in the selection and engineering of components, will use materials and design practices that will produce the best vehicle in the industry for the type of operation to which the vehicle will be subjected.

Component parts and design shall be of the quality that will give maximum performance, durability and safety, and not merely meet minimum requirements of the specification.

The vehicles shall, in all aspects, meet or exceed all requirements of the federal government for the year model bid. The vehicles shall include all standard equipment normally sold and marketed to the retail public, unless specifically deleted by request of the purchaser.

Illustrative and Technical Data:

Bidder to submit, with bid illustrative product brochures and technical data on vehicles and equipment proposed to be furnished.

Warranty:

Vendor shall specify details of warranty to apply, specify categories; engine, power train, etc., time and mileage. Warranty start date shall be the date when the vehicle is placed in service, not the date that the vehicle is delivered to the agency. If warranty update cards or forms are required, vendor shall deliver one (1) card or form, with the owner's manual of each vehicle, to the purchasing agency fleet manager at the time the vehicle is delivered to the agency.

Repair Parts:

It is the responsibility of the manufacturer supplying the vehicle purchased to maintain an adequate stock of all regular and special parts, within the state of New Mexico, to meet the continuing service and repair part needs of the Department, without undue delay.

Legal Requirements:

All exceptions to these specifications shall be listed on a separate sheet of paper.

The New Mexico State Police shall have the final decision of acceptability of the product; the burden of proof shall be upon the vendor.

Ornamentation Advertising:

No dealer advertisement shall be displayed on the exterior or affixed to the interior of the vehicle.

Manufacturing of Vehicles:

It is intended that the vendor shall require the manufacturer to build the vehicles to these specifications and that the vendor will only be required to perform the pre-delivery service and not to be required to modify, alter, exchange or install various components to correct such deficiencies. Since these vehicles will be used for police service, they shall be equipped with the manufacturer's "police package".

Pre-Delivery:

The first delivery of vehicles will be inspected by the New Mexico State Police Fleet Manager or his representative prior to acceptance, to ensure that all conditions of these requirements are met. The purpose of this inspection is to ensure concurrent interpretation and acceptability of the vehicles in order to eliminate requirements or requests for dealer modifications after the vehicles are in the process of being assembled.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00026

Page-9

Front License Bracket:

Shall be equipped with a front license plate bracket on front bumper.

Exterior Color:

State Police configurations two-tone base or vinyl wrap, white over black; other agencies to designate exterior color(s).

Engine Cooling:

Engine cooling system shall be designed to withstand high speed operation for extended periods of time and give adequate cooling when the vehicle is "at rest" after high speed operation and during long periods of idling.

Road Clearance:

Not less than five and one half inches (5½") minimum.

Steering:

Item 003 - power steering with a maximum firm feel with fast return characteristics, designed for high speed pursuit driving.

Suspension:

Front:

Items 003: shall be of heavy-duty, design to minimize front-end dive when braking and give maximum road ability at high speeds.

Rear:

Items 003: if coil springs are used, a rear stabilizer bar shall be provided. Springs provided shall be capable of supporting a constant load of two hundred fifty pounds (250 lbs.) of cargo weight in the trunk, combined with a full fuel load, while maintaining the vehicle standing height level.

Tires:

Items 001 - 005: four (4) full sized, black wall, with full size spare

Transmission:

Automatic, heavy-duty type.

A. Shall withstand police service, shall be a minimum of four (4) forward speeds.

B. Transmission cooler shall be the maximum available for police service.

Bearings/Axles:

Front and rear to be of a design that will withstand police service.

Air Conditioning:

A. Vehicle shall be factory equipped with an air conditioning unit capable of cooling the passenger compartment while not taxing the engine cooling system.

B. SUV – vehicles shall be factory equipped with a front and rear air conditioning unit.

C. Integrated with the heater/defroster unit.

Glass:

Rear window to be equipped with a factory installed defogger.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00026

Page-10

Ignition System:

Shall be designed and installed in such a manner to provide maximum radio shielding and prevent interference with radio reception and transmission from mobile radio equipment.

Shall be designed and adjusted to provide maximum engine performance at high altitudes at seven thousand (7,000) feet above sea level.

Instruments:

A. Speedometer:

Head (including face) shall be specially calibrated by the speedometer manufacturer and be accurate within two (2) miles per hour throughout its speed range. **Manufacturer shall provide written certification of speedometer accuracy within two (2) miles per hour.**

Face shall be easy to read.

B. Gauges:

Water temperature, oil pressure, ammeter and fuel gauges shall be installed in the dash and lighting controlled from "in dash" location.

~~No hard to read, while driving, gauges will be accepted.~~

All gauges are to be factory installed.

Dash lighting must come equipped with manual shut off switch that is mounted in a location which is easily accessible.

Keys and Locks:

A. There shall be three (3) keys for each vehicle (with an option of ordering additional keys at agencies cost)

B. Same key for all locks on each vehicle.

C. Different key for each vehicle.

D. Key code shall be attached to at least one (1) key delivered with the vehicle.

E. Rear door interior handles shall be designed to be rendered inoperable from the rear passenger compartment by means of childproof locks that are activated from outside the rear passenger compartment. If such childproof locks are not available, then the rear door interior handles shall be rendered inoperable by removal of the handle activation rod. Handle activation rods will be provided to the purchaser at the time of delivery.

Lights:

A. It shall be possible to turn dome and map lights on and off with the doors closed.

B. Dome and map lights shall be of such intensity that they are capable of providing adequate light to read a standard road map while sitting in the driver's seat at night.

C. Dome light wiring to front door switches shall be rendered inactive.

D. There shall be lights in the glove box and trunk.

E. An additional dome light with switch shall be mounted between the sun visors. It shall operate independent of standard equipment dome lights (if available).

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00026

Page-11

Rear View Mirror:

- A. Inside – adjustable for day or night driving and free of visual distortion.
- B. Outside – left and right side mirrors mounted on the front doors.

Seats:

Front bucket seats shall be manufacturer's police vehicle, designed to withstand daily police use. Shall be constructed with heavy-duty springs and backrest supports.

Upholstery:

- A. Cloth front seat and vinyl rear seat.
- B. Material shall be of such texture that it will not be abrasive or tend to wear clothing at an accelerated rate.
- C. Shall be of such wear resistance that it will stand up to daily use by law enforcement officers wearing a sidearm.

Speed Control:

Shall be equipped with factory installed speed (cruise) control.

Tilt Steering:

Shall be equipped with factory installed tilt steering.

Window/Door Locks:

Shall be equipped with power windows and door locks. Rear door locks shall be inoperable.

Spotlight:

- A. Must be factory installed.
- B. Design shall permit satisfactory mounting of a left hand, inside control, spotlight so as not to be affected when the door is opened or closed. Spotlight beam shall not move from its target position when the driver's door is opened or closed.
- C. Spotlight to be mounted above, not on the fender.
- D. Roof mounted spotlight is not acceptable.
- E. Vehicle shall be equipped with a Unity Model #226 spotlight or equal, containing a six (6) inch sealed beam unit. Unit shall be mounted so as not to interfere with operational controls on the inside of the vehicle.

Windshield Wipers:

Minimum of two-speed, with intermittent wipe capability.

Definition:

The term "heavy duty", as applied to these specifications, shall be interpreted to mean: the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production vehicles and shall be able to withstand unusual strain, exposure, temperature, wear and use.

Product Availability:

Vendor shall furnish the date that the manufacturer will commence actual production of police vehicles of the make and model bid to these specifications. Product availability date will be considered in award of contract.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00026

Page-12

Technical Information:

- A. Shop service manual covering the vehicle purchased; to cover all components – eight (8) copies shall be provided for Department of Public Safety.
- B. Two (2) owner's manuals with warranty provisions, in addition to those mentioned in Section C – copies shall be provided for Department of Public Safety.
- C. Owner's manual – each vehicle delivered shall have one (1) owner's manual delivered with the vehicle.

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	300	Each	Vehicle, Four Door Sedan, All Wheel Drive, Full Size (Police Pursuit Rated)	(AA) Don Chalmers
			Base Cost, Per Unit, FOB Dealer's Place of Business	\$25,573.00
			Net Cost, Per Unit, FOB, Santa Fe, New Mexico	\$25,573.00
			Model: <u>Ford Interceptor Sedan</u>	
			Make: <u>Ford</u>	
			Engine: <u>3.5 V6 Eco Boost</u>	
			Mpg: <u>17 city 25 hwy</u>	

Vendor to indicate final order acceptance date **August** tentative.

Final order acceptance date may be a consideration in determining award.

Minimum Specifications:

Wheel Base: not less than one hundred twelve (112.0) inches.

Alternator: minimum 200 amp, (high-output alternator).

Battery: 12 volt, heavy duty, 750 cold cranking amp minimum.

Brakes: four wheel disc antilock brakes with all speed traction control, heavy duty police, brakes must be anti-lock (abs).

Warning light in dash shall indicate when parking brake is engaged.

Engine: engine offered shall be a v-6 3.5 Eco Boost design. Engine must be a minimum of 350 (HP) horsepower.

Air Conditioning:

A. Vehicle shall be factory equipped with an air conditioning unit capable of cooling the passenger compartment while not taxing the engine cooling system.

B. SUV – vehicles shall be factory equipped with a front and rear air conditioning unit.

C. Integrated with the heater/defroster unit.

Shock Absorbers: heavy duty double action type, front and rear, valves to give the vehicle maximum road ability when operating over rough roads and during cornering at high speeds.

Lights: dome light wiring to front door switches shall be rendered inactive (dark car feature).

Seats: front bucket seats – shall be manufacturer's police vehicle heavy duty cloth front bucket seats with manual lumbar support, designed to withstand daily police use. Shall be constructed with heavy-duty springs and backrest supports. Rear shall be vinyl seats and vinyl flooring.

Wheels:

A. To be eighteen (18) inches in diameter.

B. Rim to be of heavier gauge metal than used in standard production.

C. Hub cover shall be designed to remain tightly attached to the wheel during high speed police pursuit service.

Armrests: armrest door closure devices shall be provided on all doors.

Radio: police base AM/FM audio system, single CD four speakers and clock.

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Item 001 Continued

Options:

Unit Price

A) 18" Full Wheel Covers	(Add)	\$60.00
B) Blind Spot Information System – (Must Order With Option #AA)	(Add)	\$475.00
C) Two Tone Special Paint, (May Effect Delivery Time)	(Add)	\$1,200.00
D) Standard Factory Single Tone Paint	(Deduct)	\$0.00
E) Balistic Door Panel – Driver & Passenger	(Add)	\$3,095.00
F) Balistic Door Panel – Driver Only	(Add)	\$1,550.00
G) Front Wheel Drive / 3.5 L V-6 Engine	(Deduct)	\$2,500.00
H) All Wheel Drive / 3.5 L V-6 Engine	(Deduct)	\$2,000.00
I) Two Tone Vinyl Wraps #1	(Add)	\$820.00
J) Two Tone Vinyl Wraps #2	(Add)	\$820.00
K) Two Tone Vinyl Wraps #3	(Add)	\$685.00
L) Vinyl Word Wrap – (Police)	(Add)	\$775.00
M) Cloth Rear Seat	(Add)	\$60.00
N) Daytime Running Lamps	(Add)	\$50.00
O) Street Appearance Package	(Add)	N/C
P) Locking Gas Cap	(Add)	\$20.00
Q) Engine Block Heater	(Add)	\$35.00
R) Interior Upgrade Package	(Add)	\$125.00
S) Fleet Keyed Alike	(Add)	\$50.00
T) Spotlight	(Deduct)	\$100.00
U) Spotlights – Passenger And Drivers Side	(Add)	\$210.00
V) Trunk Storage Vault	(Add)	\$120.00
W) Rear Console Plate	(Add)	\$35.00
X) Window Tint - Side And Rear	(Add)	\$189.00
Y) Pre-Wiring For Grille Lamp, Siren And Speaker	(Add)	\$50.00
Z) Rear Door Handles / Locks Inoperable	(Add)	\$35.00
AA) Rear View Camera (Must Order With Option #B)	(Add)	\$240.00
BB) Remote Key Without Key Pad	(Add)	\$255.00
CC) Reverse Sensing System	(Add)	\$295.00
DD) Spotlight (Led Upgrade)	(Add)	\$340.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Item 001 Continued		Unit Price
Options:		
EE) Sync System Must Order Blind Spot And Reverse Sensing System	(Add)	\$295.00
FF) Electronics Tray (Without Fan)	(Add)	\$240.00
GG) Police Prep Package Option #1	(Add)	\$895.00
HH) Police Prep Package Option #2	(Add)	\$415.00
II) Police Prep Package Option #3	(Add)	\$475.00
JJ) Police Prep Package Option #4	(Add)	\$715.00
KK) Police Prep Package Option #5	(Add)	\$1,605.00
LL) Police Prep Package Option #6	(Add)	\$3,570.00
MM) Trunk Circulation Fan	(Add)	\$60.00
NN) Noise Suppression (Ground Straps)	(Add)	\$95.00
OO) Perimeter Anti-Theft Alarm – Requires Remote Keyless Entry (Bb)	(Add)	\$120.00
PP) Police Anti-Theft Shift Lock Device Installed	(Add)	\$195.00
QQ) Police Anti-Theft Shift Lock Device In Trunk	(Add)	\$125.00
RR) Remappable Steering Wheel Switches – (N/A With Sync)	(Add)	\$150.00
SS) Remappable Steering Wheel Switches -- (With Voice, Requires Sync)	(Add)	\$150.00
TT) Labor Rate Per Hour	(\$ Per Hour)	\$75.00
UU) Extra Key Each	(Add)	\$150.00
New Mexico State Police wrap	(Add)	\$550.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Item	Approx. Qty.	Unit	Article and Description	Unit Price
002	100	Each	Vehicle, Four Door Utility, All Wheel Drive (Police Pursuit Rated)	(AA) Don Chalmers
			Base Cost, Per Unit, FOB Dealer's Place of Business	<u>\$25,223.00</u>
			Net Cost, Per Unit, FOB, Santa Fe, New Mexico	<u>\$25,223.00</u>
			Model: <u>Explorer Interceptor</u>	
			Make: <u>Ford</u>	
			Engine: <u>3.7 V6</u>	
			Mpg: <u>17 city 25 hwy</u>	

Vendor to indicate final order acceptance date August tentative.
 Final order acceptance date may be a consideration in determining award.

Minimum Specifications:

- Wheel Base: not less than one hundred twelve (112.0) inches.
- Alternator: minimum 200 amp, (high-output alternator).
- Battery: 12 volt, heavy duty, 750 cold cranking amp minimum.
- Brakes: four wheel disc antilock brakes with all speed traction control, heavy duty police, brakes must be anti-lock (abs). Warning light in dash shall indicate when parking brake is engaged.
- Engine: engine offered shall be a v-6 3.7l design. Engine must be a minimum of 280 (hp) horsepower.
- Air Conditioning:
 - A. Vehicle shall be factory equipped with an air conditioning unit capable of cooling the passenger compartment while not taxing the engine cooling system.
 - B. SUV – vehicles shall be factory equipped with a front and rear air conditioning unit.
 - C. Integrated with the heater/defroster unit.
- Shock Absorbers: heavy duty double action type, front and rear, valves to give the vehicle maximum road ability when operating over rough roads and during cornering at high speeds.
- Lights: dome light wiring to front door switches shall be rendered inactive (dark car feature).
- Seats: front bucket seats – shall be manufacturer's police vehicle heavy duty cloth front bucket seats with manual lumbar support, designed to withstand daily police use. Shall be constructed with heavy-duty springs and backrest supports. Rear shall be vinyl seats and vinyl flooring.
- Wheels:
 - A. To be eighteen (18) inches in diameter.
 - B. Rim to be of heavier gauge metal than used in standard production
 - C. Hub cover shall be designed to remain tightly attached to the wheel during high speed police pursuit service.
- Armrests: armrest door closure devices shall be provided on all doors.
- Radio: police base AM/FM audio system, single CD four speakers and clock.

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Page-17

Item 002 Continued

Options:

		Unit Price
A) 18" Full Wheel Covers	(Add)	\$60.00
B) Blind Spot Information System – (Must Order With Option #AA, EE)	(Add)	\$490.00
C) Two Tone Special Paint, (May Effect Delivery Time)	(Add)	\$1,200.00
D) Standard Factory Single Tone Paint	(Deduct)	\$0.00
E) Ballistic Door Panel – Driver & Passenger	(Add)	\$3,170.00
F) Ballistic Door Panel – Driver Only	(Add)	\$1,585.00
G) Front Wheel Drive / 3.7 L V-6 Engine	(Deduct)	\$500.00
H) Full Wheel Covers	(Add)	\$60.00
I) Two Tone Vinyl Wraps #1	(Add)	\$840.00
J) Two Tone Vinyl Wraps #2	(Add)	\$840.00
K) Two Tone Vinyl Wraps #3	(Add)	\$700.00
L) Vinyl Word Wrap – (Police)	(Add)	\$795.00
M) Cloth Rear Bench Seat	(Add)	\$60.00
N) Daytime Running Lamps	(Add)	\$45.00
O) Street Appearance Package – (Badge Delete)	(Add)	N/C
P) Locking Gas Cap	(Add)	\$20.00
Q) Engine Block Heater	(Add)	\$35.00
R) Interior Upgrade Package	(Add)	\$125.00
S) Fleet Keyed Alike	(Add)	\$50.00
T) Spotlight	(Deduct)	\$150.00
U) Spotlights – Passenger And Drivers Side	(Add)	\$350.00
V) Extra Key	(Add)	\$150.00
W) Rear Console Plate	(Add)	\$35.00
X) Window Tint - Side And Rear	(Add)	\$189.00
Y) Pre-Wiring For Grille Lamp, Siren And Speaker	(Add)	\$50.00
Z) Rear Door Handles / Locks Inoperable	(Add)	\$35.00
AA) Rear View Camera (Must Order With Option #EE)	(Add)	\$245.00
BB) Remote Key Without Key Pad	(Add)	\$260.00
CC) Reverse Sensing System	(Add)	\$275.00
DD) Spotlight (Led Upgrade)	(Add)	\$395.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Item 002 Continued

Options:

		Unit Price
EE) Sync System	(Add)	\$295.00
FF) Electronics Tray (Without Fan)	(Add)	\$675.00
GG) Police Prep Package Option #21	(Add)	\$915.00
HH) Police Prep Package Option #22	(Add)	\$425.00
II) Police Prep Package Option #23	(Add)	\$455.00
JJ) Police Prep Package Option #24	(Add)	\$1,340.00
KK) Police Prep Package Option #25	(Add)	\$3,415.00
LL) Noise Suppression (Ground Straps)	(Add)	\$100.00
MM) Perimeter Anti-Theft Alarm Requires Option Remote Key (BB)	(Add)	\$120.00
NN) Remappable Steering Wheel Switches -- (N/A With Sync)	(Add)	\$155.00
OO) Remappable Steering Wheel Switches -- (With Voice, Requires Sync)	(Add)	\$155.00
PP) Roof Rack Side Rails -- Black	(Add)	\$100.00
QQ) Police Anti-Theft Shift Lock Device Installed	(Add)	\$195.00
RR) Police Anti-Theft Shift Lock Device In Trunk	(Add)	\$125.00
SS) Tint 2 nd Row Glass Only	(Add)	\$149.00
TT) Remove Not-Tint 2 nd And 3 rd Row Glass	(Add)	\$99.00
UU) Labor Rate Per Hour	(\$ Per Hour)	\$75.00
New Mexico State Police wrap	(Add)	\$550.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Item	Approx. Qty.	Unit	Article and Description	Unit Price
003	100	Each	Vehicle, Four Door Sedan, Rear Wheel Drive, Full Size (Police Pursuit Rated)	(AB) Melloy Dodge
			Base Cost, Per Unit, FOB Dealer's Place of Business	<u>\$23,291.00</u>
			Net Cost, Per Unit, FOB, Santa Fe, New Mexico	<u>\$23,291.00</u>
			Model: <u>LDDE48 Charger</u>	
			Make: <u>Dodge</u>	
			Engine: <u>5.7 V8 HEMI</u>	
			Mpg: <u>18 city 26 hwy</u>	

Vendor to indicate final order acceptance date **4/15/2012** tentative.
 Final order acceptance date may be a consideration in determining award.

Minimum Specifications:

Wheel Base: not less than one hundred twenty (120.0) inches.

Alternator: minimum 200 amp, (high-output alternator).

Battery: 12 volt, heavy duty, 800 cold cranking amp minimum.

Brakes: four wheel disc antilock brakes with all speed traction control, heavy duty police, brakes must be anti-lock (abs).

Warning light in dash shall indicate when parking brake is engaged.

Engine: engine offered shall be a v-8 5.7 hemi design. Engine must be a minimum of 350 (HP) horsepower.

Air Conditioning:

A. Vehicle shall be factory equipped with an air conditioning unit capable of cooling the passenger compartment while not taxing the engine cooling system.

B. SUV – vehicles shall be factory equipped with a front and rear air conditioning unit.

C. Integrated with the heater/defroster unit.

Shock Absorbers: heavy duty double action type, front and rear, valves to give the Vehicle maximum road ability when operating over rough roads and during cornering at high speeds.

Lights: dome light wiring to front door switches shall be rendered inactive (dark car feature).

Seats: front bucket seats – shall be manufacturer's police vehicle heavy duty cloth front bucket seats with manual lumbar support, designed to withstand daily police use. Shall be constructed with heavy-duty springs and backrest supports. Rear shall be vinyl seats and vinyl flooring.

Wheels:

A. To be eighteen (18) inches in diameter.

B. Rim and spider to be of heavier gauge metal than used in standard production.

C. Hub cover shall be designed to remain tightly attached to the wheel during high speed police pursuit service.

Armrests: armrest door closure devices shall be provided on all doors.

Body Molding: if body side moldings are part of the standard police package equipment, the front door moldings are to be deleted from installation and front door moldings are to be shipped with the vehicle (in the trunk).

Front License Bracket:

Shall be equipped with a front license plate bracket on front bumper.

Radio: stereo radio with cd player, changer controls, four speakers and clock.

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Item 003 Continued		Unit Price
Options:		
A) Window Tint - Side And Rear	(Add)	\$175.00
B) Passenger Power Driver Seat & Driver Adjustable Pedal(Upgrade)	(Add)	\$580.00
C) Two Tone Special Paint (May Effect Delivery Time)	(Add)	\$940.00
D) Standard Factory Single Tone Paint	(Deduct)	N/A
E) Ballistic Door Panel – Driver & Passenger	(Add)	\$5,431.00
F) Ballistic Door Panel – Driver Only	(Add)	\$4,794.00
G) Heavy Duty Cloth Rear Bench Seat	(Add)	\$212.00
H) Spot Light A Pillar	(Deduct)	\$170.00
I) Space Saver Spare Tire With Cargo Mat	(Add)	\$216.00
J) Front Dome Light	(Add)	N/C
K) Police Anti-Theft Shift-Lock Device Installed	(Add)	\$1,697.00
L) Police Anti-Theft Shift-Lock Device In Trunk	(Add)	\$977.00
M) Spot Light Passenger Side	(Add)	\$240.00
N) 18 Inch Bolt On Wheel Covers	(Add)	\$75.00
O) Street Appearance Package	(Add)	\$695.00
P) V-6 Engine 3.6 L Pentastar	(Deduct)	\$1,200.00
Q) Engine Block Heater	(Add)	\$75.00
R) Power Fold Away Heated Mirrors	(Add)	\$167.00
S) Fleet Keyed Alike	(Add)	\$80.00
T) Add Bluetooth	(Add)	\$495.00
U) Full Size Spare Tire Reposition Package	(Add)	\$249.00
V) Daytime Running Lamps	(Add)	\$570.00
W) 5 Year / 100,000 Mile Added Care Warranty With-O-Deductible	(Add)	\$3,317.00
X) Base Police Package	(Add)	\$1,940.00
Y) Patrol Package #1	(Add)	\$3,220.00
Z) Patrol Package #2	(Add)	\$2,850.00
AA) Patrol Package #3	(Add)	\$3,470.00
BB) Slick Top Police Package #1	(Add)	\$2,475.00
CC) Slick Top Police Package #2	(Add)	\$2,850.00
DD) Slick Top Police Package #3	(Add)	N/A

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00026

Page-21

Item 003 Continued

Options:

		Unit Price
EE) Police Floor Console	(Add)	\$725.00
FF) Front And Rear Corner Led Lamps	(Add)	\$777.00
GG) Mirror Lights	(Add)	N/A
HH) Rear Deck Lights	(Add)	\$775.00
II) Full – Feature Light Bar	(Add)	\$4,400.00
JJ) Push Bumper	(Add)	\$425.00
KK) Grille Lights	(Add)	\$440.00
LL) Driver & Passenger Anti-Stab Panel	(Add)	\$994.00
MM) Plastic Rear Seat	(Add)	\$848.00
NN) All Weather Floor Mats	(Add)	\$137.00
OO) Can0-Control Siren System	(Add)	\$2,400.00
PP) Front & Rear Splash Guards	(Add)	\$260.00
QQ) Class Ii Receiver Hitch	(Add)	\$777.00
RR) Labor Rate Per Hour	(\$ Per Hour)	\$89.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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004	100	Each	Vehicle, Four Door Sedan, Front Wheel Drive (Police Pursuit Rated)	
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	(AA)	(AC)
Base Cost, Per Unit, FOB Dealer's Place of Business	\$21,829.00	\$20,937.00
Added Cost, Per Unit, FOB Santa Fe, New Mexico	\$21,829.00	\$20,937.00
Model:	Interceptor FWD	Impala
Make:	Ford	Chevrolet
Engine:	3.5 v6	3.6 liter
Mpg:	18 city 28 hwy	18 city 30 hwy
Vendor to indicate final order acceptance date:	August	4/30/2012

Final order acceptance date may be a consideration in determining award.

Minimum Specifications:

Wheel Base: not less than one hundred five (105.0) inches.

Alternator: minimum 120 amp (mounted above the engine).

Battery: 12 volt, heavy duty, 720 cold cranking amp minimum.

Brakes: fade resistant brakes. Front brakes must be disc type. Heavy duty police, brakes must be anti-lock (abs).

Warning light in dash shall indicate when parking brake is engaged.

Engine: engine offered shall be a v-6 design. Engine must be a minimum of 220 (hp) horsepower. Engine must be flex fuel or E-85.

Air Conditioning:

A. Vehicle shall be factory equipped with an air conditioning unit capable of cooling the passenger compartment while not taxing the engine cooling system.

B. SUV – vehicles shall be factory equipped with a front and rear air conditioning unit.

C. Integrated with the heater/defroster unit.

Shock Absorbers: heavy duty double action type, front and rear, valves to give the vehicle maximum road ability when operating over rough roads and during cornering at high speeds.

Lights: dome light wiring to front door switches shall be rendered inactive (dark car feature).

Wheels:

A. To be sixteen (16) inches in diameter.

B. Rim to be of heavier gauge metal than used in standard production.

C. Hub cover shall be designed to remain tightly attached to the wheel during high speed police pursuit service.

Armrests: armrest door closure devices shall be provided on all doors.

Coat Hooks: one (1) on each side of the rear seat compartment.

Seats: front bucket seats – shall be manufacturer's police vehicle bucket seats, with space between seats for equipment, rear vinyl seat. (cloth front, vinyl rear)

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Item 004 Continued

Options:

	Unit Price	
	(AA)	(AC)
A) Exterior Lamp Emergency Flashing System Pre-Wire with Module, Headlamp and Tail Light	(Add) \$495.00	\$375.00
B) Spare Tire Space Saver	(Deduct) N/A	\$87.00
C) Two Tone Factory Standard Paint	(Add) \$1,200.00	\$400.00
D) Single Tone Factory Standard Paint	(Deduct) \$0.00	\$180.00
E) Spotlight – “A” Pillar (If Deleted)	(Deduct) \$100.00	\$145.00
F) Spotlight – Each Side	(Add) \$210.00	\$280.00
G) Heavy Duty Rubber Mat (Front/Rear)	(Add) Standard	\$85.00
H) Carpet Floor Mats	(Add) N/A	\$80.00
I) Front Dome Light	(Deduct) N/A	\$50.00
J) Unmarked Police Package With: Bench Seat And Full Wheel Covers	(Add) \$100.00	\$80.00
K) Patrol Power Wiring Harness (Loose)	(Add) \$595.00	\$650.00
L) Patrol Power Wiring Harness (Installed)	(Add) \$695.00	\$785.00
M) Special Package	(Add) N/A	N/C
N) Heated Outside Rearview Mirrors	(Add) Standard	\$60.00
O) Remote Vehicle Starter System	(Add) \$695.00	\$190.00
P) Body Side Moldings	(Add) \$395.00	\$100.00
Q) Content Theft Deterrent Alarm System	(Add) \$525.00	\$295.00
R) Full-Size Spare Tire	(Add) Included	Included
S) Heavy Duty Vinyl Flooring	(Add) Standard	\$90.00
T) Grille Lamps And Speaker Wiring	(Add) \$125.00	\$90.00
U) Horn/Siren Circuit Wiring	(Add) \$125.00	\$35.00
V) Roof Wiring	(Add) \$275.00	\$150.00
W) Inoperative Inside Rear Door Handles	(Add) \$35.00	\$30.00
X) Inoperative Inside Rear Door Locks	(Add) \$35.00	\$25.00
Y) Inoperative Rear – Widow Switches	(Add) \$25.00	\$35.00
Z) Single Key Locking System For Complete Vehicle	(Add) \$35.00	N/C
AA) Daytime Running Lamps / Automatic Lamp Control Delete	(Delete) \$50.00	Included
BB) Police Package 1 (AC) Lightbar	(Add) \$895.00	\$5,933.00*
CC) Police Package 2 (AC) Slick-top	(Add) \$415.00	\$5,911.00*
DD) Police Package 3 (AC) Detective	(Add) \$475.00	\$2,371.00*
EE) Police Package 4	(Add) \$715.00	
FF) Police Package 5	(Add) \$1,605.00	
GG) Labor Rate Per Hour	(\$ Per Hour) \$75.00	\$65.00
HH) Window Tint 20% - Side and Rear	(Add) \$189.00	\$195.00
(AA) New Mexico State Police wrap	(Add) \$550.00	

* (AC) Contact dealer for content.

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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005	50	Each	Vehicle, Four Door Sport Utility, Police Pursuit, 2 Wheel Drive (Police Pursuit Rated)	
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	(AC)
Base Cost, Per Unit, FOB Dealer's Place of Business	\$26,325.00
Added Cost, Per Unit, FOB Santa Fe, New Mexico	\$26,325.00
Model:	Tahoe
Make:	Chevrolet
Engine:	5.3 liter
Mpg:	15 city 21 hwy
Vendor to indicate final order acceptance date:	4/30/2012

Final order acceptance date may be a consideration in determining award.

Minimum Specifications:

Wheel Base: not less than one hundred sixteen (116.0) inches.

Alternator: minimum 160 amp

Battery: 12 volt, heavy duty, 730 cold cranking amp minimum.

Construction: body on frame.

Brakes: four wheel disc brakes. Front brakes and rear wheels must be disc type. Heavy duty police, brakes must be anti-lock (abs). Warning light in dash shall indicate when parking brake is engaged.

Engine: engine offered shall be a v-8 5.3l design. Engine must be a minimum of 300 (HP) horse power. Engine must be flex fuel or e-85.

Air Conditioning:

A. Vehicle shall be factory equipped with an air conditioning unit capable of cooling the passenger compartment while not taxing the engine cooling system.

B. SUV – vehicles shall be factory equipped with a front and rear air conditioning unit.

C. Integrated with the heater/defroster unit.

Differential Locking: heavy duty

Lights: dome light wiring to front door switches shall be rendered inactive (dark car feature).

Wheels:

A. To be seventeen (17) inches in diameter.

B. Steel wheels with bolt-on center caps.

C. Hub cover shall be designed to remain tightly attached to the wheel during high speed police pursuit service.

Air Conditioning: vehicle shall be factory equipped with a front and rear air

Radio: AM/FM, with CD

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 20-000-00-00026

Item 005 Continued

Options:

Unit Price

		(AC)
A) Flashing System, Headlamp And Tail Lamp	(Add)	\$480.00
B) Two Tone Factory Paint	(Add)	\$400.00
C) Single Tone Factory Paint	(Deduct)	\$180.00
D) Spotlight – “A” Pillar	(Deduct)	\$235.00
E) Spotlight – Each Side	(Add)	\$360.00
F) Wiring For Grille Lamps And Speaker	(Add)	\$102.00
G) Heavy Duty Rubber Mat (Front/Rear)	(Add)	\$85.00
H) Wiring For Auxiliary Speakers From Connection To Front Door Speakers	(Add)	\$55.00
I) Police Anti-Theft Device (Tremco Product or Equivalent – Installed)	(Add)	\$155.00
J) Police Anti-Theft Device (Tremco Product or Equivalent – In Trunk)	(Add)	\$105.00
K) Patrol Power Wiring Harness – Loose or Installed	(Add)	\$650.00
M) Front Dome- If Deleted	(Deduct)	N/A
N) Carpet Flooring	(Add)	\$190.00
O) Remote Vehicle Starter System	(Add)	\$195.00
P) Body Side Moldings	(Add)	\$100.00
Q) Content Theft Deterrent Alarm System	(Add)	Included
R) Grille Lamps And Speaker Wiring	(Add)	\$102.00
S) Horn/Siren Circuit Wiring	(Add)	\$36.00
T) Inoperative Inside Rear Door Handles	(Add)	\$66.00
U) Inoperative Inside Rear Door Locks	(Add)	\$66.00
V) Inoperative Rear Window Switches	(Add)	\$56.00
W) Single Key Locking System For Complete Fleet	(Add)	\$25.00
X) Dual Batteries	(Add)	\$155.00
Y) Engine Block Heater	(Add)	\$75.00
Z) Rear Locking Differential	(Add)	Included
AA) Police Package 1 (AC) Lightbar	(Add)	\$7,579.00*
BB) Police Package 2 (AC) Slick-top	(Add)	\$6,983.00*
CC) Police Package 3 (AC) Undercover	(Add)	\$2,470.00*
DD) Police Package 4	(Add)	
EE) Police Package 5	(Add)	
FF) Labor Rate Per Hour	(\$ Per Hour)	\$65.00
GG) 4x4 Upgrade	(Add)	\$4,350.00
HH) Window Tint 20% - Side and Rear	(Add)	\$125.00

* (AC) Contact dealer for content.

5 Items Total