PRICE AGREEMENT WITH SIDDONS-MARTIN EMERGENCY GROUP FOR AUTOMOTIVE PARTS, EQUIPMENT, TIRES AND MISCELLANEOUS SUPPLIES

THIS AGREEMENT is made and entered into this 29th day of May, 2018, by and between the **County of Santa Fe**, a political subdivision of the state of New Mexico, hereinafter referred to as "the County," and **Siddons-Martin Emergency Group** whose principal address is 1362 E. Richey Rd, Houston, TX 77073, hereinafter referred to as "the Contractor."

WHEREAS, in accordance with Section 13-1-103, NMSA 1978, the County issued an invitation for bids (IFB) No. 2018-0141-PW/IC for automotive parts, equipment, tires and miscellaneous supplies for use by the County Public Works and Fire Fleet Departments; and

WHEREAS, the County desires to obtain automotive parts, equipment, tires and miscellaneous supplies from the Contractor at the specified discounted prices from the Contractor's Manufacturer's Master Price List (the Catalog).

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. DEFINITIONS

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

B. **"Using Department or Department"** shall mean the Santa Fe County Fire Department.

C. **"Purchase Order"** shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.

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

E. **"Price"** means the fixed discounts for items purchased by the County and its departments for fitness equipment as listed in Attachment A.

2. GOODS TO BE PROVIDED

A. **Purchase.** Attachment A of this Price Agreement indicates the fixed discounts for the Contractor's goods (automotive parts, equipment, tires and miscellaneous supplies).

B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the goods listed on Attachment A. Any order by the County must be an item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement 2018-0141-S-PW/IC.

C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any

definite quantity of goods will be issued under this Price Agreement. The Contractor is required to accept a Purchase Order and furnish the item(s).

D. **Specifications.** The goods furnished under this Price Agreement shall meet or exceed the specifications provided in the IFB No. 2018-0141-PW/IC including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement good(s) and price(s).

E. **Delivery and Billing Instructions.**

1. The Contractor shall deliver the goods in accordance with the Using Department's instructions. The Contractor shall also deliver, with the goods ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever, the Department does not accept any item and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.
3. The Department will inform the Contractor within five business days that an item is unacceptable by the Using Department.
4. Prices listed in Attachment A, for each item, shall be the fixed prices and rates for the items.

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

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

B. **Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications and will accept the items if they meet specifications. No payment shall be made for any item until the item is accepted in writing by the Using Department. Unless otherwise agreed upon, between the Using Department and the Contractor, within 30 days from the delivery and receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of any item. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2.E.3 above, the item(s) will be deemed to have been accepted.

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

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

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

4. TERM OF THIS AGREEMENT. This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this

Agreement shall be two years from the Effective Date with the option to renew in one-year increments and on the same terms and conditions, not to exceed a total of four years.

5. CANCELLATION.

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

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

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

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

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

6. TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION. The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the

Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

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

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

19. 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 Price 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 Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.

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

D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

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

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

22. INVALID TERM OR CONDITION/SEVERABILITY. The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price

Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

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

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

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

To the County:

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

To the Contractor:

Siddons-Martin Emergency Group
Attn: Kathryn Williams
1362 E. Richey Rd.
Houston, TX 77073

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

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

The Contractor hereby irrevocably appoints, Siddons Martin Emergency Group, LLC, a New Mexico business located at, 4214 2nd Street NW, Albuquerque, NM 87107 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.

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

SANTA FE COUNTY:

Anna Hansen, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar,
Santa Fe County Clerk

5/29/2018
Date

Approved as to form:

R. Bruce Frederick
Santa Fe County Attorney

5-25-18
Date

Finance Department:

Stephanie Schardin Clarke
Finance Director

5/29/18
Date

CONTRACTOR:

(Signature)

5/23/18
Date

Troy D. Harrison
(Print name)

Vice President - Service
(Print title)

CLERK

ATTACHMENT A

BID SHEET

AUTOMOTIVE VEHICLE PARTS, EQUIPMENT, AND TIRES
IFB# 2018-0141-PW/IC

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

Offeror's Organization Name: SIDDONS-MARTIN EMERGENCY GROUP

Item	Unit	Article and Description	Discount % Off List Price
1	%	Parts for maintenance and repairs	10%
2	%	Parts for body parts	10%
3	%	Parts for transmission	10%
4		Filters	
4a	%	Air Filters	10%
4b	%	Oil Filters	10%
4c	%	Fuel Filters	10%
5		Filters (Heavy Equipment)	
5a	%	Air Filters	10%
5b	%	Oil Filters	10%
5c	%	Fuel Filters	10%
6	%	Vehicle Batteries	0%
7	%	Lubricants	0%
8	%	Automotive chemicals	0%
9	%	Anti-Freeze	0%
10	%	Headache Rack	N/A
11	%	Utility Tool Storage Boxes	N/A
12	%	Flat Bed Body	N/A
13	%	Utility Body	N/A
14	%	Lighting	10%
15	%	Gates	N/A

16	%	Door Latches	10%
17	%	Trailer Axels	N/A
18	%	Trailer Fenders	N/A
19	%	Bearing	10%
20	%	Trailer Hitch	N/A
21	%	Trailer Jack	N/A
22	%	Wheel Rims	0%
23	%	Wheel Hubs	10%
24	%	Brake Parts	10%
25	%	Hardware; bolts, nuts, fasteners	10%
26	%	Automotive Electrical; wire, cable, terminals	10%
		MATERIALS	
27		Angle, Steel	N/A
28		Channel, Steel	N/A
29	%	Round Tubing, Steel	N/A
30	%	Square Tubing, Steel	N/A
31	%	Plate Steel, Steel Sheets	N/A
32	%	Square Stock	N/A
33	%	Expanded Metal	N/A
34	%	Rebar	N/A
35	%	Channel Iron	N/A
36	%	Angle Iron	N/A
37	%	Wide Flange Beam (WFB)	N/A
38	%	Flat Bar	N/A
39	%	Round Stock, Steel	N/A
40	%	Angle, Aluminum	N/A
41	%	Channel, Aluminum	N/A
42	%	Non-Typical Extrusions, Aluminum	N/A
43	%	Round Stock, Aluminum	N/A

44	%	Flat Stock, Aluminum	N/A
45	%	Square Tubing, Aluminum	N/A
46	%	Round Tubing, Aluminum	N/A
47	%	Fasteners	N/A
48		Welding	
48a	%	Machine	N/A
48b	%	Gas	N/A
48c	%	Parts	N/A
49		Custom Manufacturing	
49a	%	Materials	10%
49b	Hrly	Labor	$101.50
		TIRES	
50		Tires	
	%	Manufacturer:	N/A
	%	Manufacturer:	N/A
	%	Manufacturer:	N/A
	%	Manufacturer:	N/A
	%	Manufacturer:	N/A
		Manufacturer:	N/A
51		Commercial Tires	
	%	Manufacturer:	N/A
	%	Manufacturer:	N/A
	%	Manufacturer:	N/A
	%	%Manufacturer:	N/A
	%	Manufacturer:	N/A
52		Heavy Duty Equipment	
	%	Manufacturer:	N/A
	%	Manufacturer:	N/A
	%	Manufacturer:	N/A

	%	Manufacturer:	N/A
	%	Manufacturer:	N/A
53	Cost	Tire Repairs for Standard sized tires at $ _____ .	N/A
54	Cost	Tire Repairs for Heavy Duty sized tires at $ _____ .	N/A
55	Cost	Mount & Balance for Standard sized tires at $ _____ .	N/A
56	Cost	Mount & Balance for Heavy Duty sized tires at $ _____ .	N/A
		GLASS	
57	%	Automotive Glass will be provided at _____% off list price (cost-plus is not acceptable).	0%
58	Cost	Installation of Automotive Glass will be provided at $ _____ .	N/A
		DIAGNOSTICS	
59	Cost	Vehicle Diagnostics on Equipment	N/A
60	Hrly	Vehicle Diagnostics Labor	$101.50
		OIL CHANGE	
61	Cost	6-Cylinder Engine	N/A
62	Cost	8-Cylinder Engine	N/A
		LABOR	
63	Hrly	Transmission Work	$101.50
64	Hrly	Service Call Labor	$111.50
65	Hrly	Light Duty Repair	$101.50
66	Hrly	Heavy Duty Repair	$101.50
		FIRE	
67	%	Pumps	10%
68	%	Pump parts	10%
69	%	Foam systems	10%
70	%	Foam system parts	10%
71	%	Fire Apparatus Appliances; hose, nozzles, adapters	N/A
72	%	Emergency Vehicle; lighting, scene, handheld	10%
73	%	Emergency Vehicle; audible equipment	10%

74	Hrly	Labor (In-House)	$101.50
75	Hrly	Labor (Service Call)	$111.50
		PAINT & BODAY	
76	%	Abrasives	N/A
77	%	Adhesives & Sealants	N/A
78	%	Body Fasteners	N/A
79	%	Body Fillers	N/A
80	%	Detailing	N/A
81	%	Masking Paper & Tape	N/A
82	%	Pain Guns & Accessories	N/A
83	%	Pain Mixing/Measuring	N/A
84	%	Preps & Primers	N/A
85	%	Safety & Protection	N/A
86	%	Shop Equipment	N/A
87	%	Specialty Coatings	N/A
88	%	Topcoats & Clearcoats	N/A
89	%	Visibility	N/A
		MISCELLANEOUS REPAIRS	
90	%	Pumps for Oil	N/A
91	%	Oil Reels	N/A
92	%	Lifts	N/A
93	%	Parts	N/A
94	%	Tanks for Fluids	N/A
95	%	Exhaust Hose Reels	N/A
96	Hrly	Labor (In-House)	N/A
97	Hrly	Labor (Service Call)	N/A

Contractor's Name: SIDDONS-MARTIN EMERGENCY GROUP

Contractor's Phone: (505)344-9041 **email:** AWITT@SIDDONS-MARTIN.COM

Signature of Authorized Contractor's Agent: Kathryn

Name Printed: Kathryn Williams, Legal compliance

NOTE: Orders that cannot be filled with ten (10) days may be cancelled at the County's discretion.