

RETURN TO:
BERNALILLO COUNTY METROPOLITAN COURT
C/O PURCHASING DIVISION
401 Lomas Blvd NW
ALBUQUERQUE, NEW MEXICO 87102
(505) 841-8273

INVITATION TO BID
PRICE AGREEMENT

BID NUMBER: 26-001

BIDDER:

SHIP TO:

Bernalillo County Metropolitan Court
The Courthouse loading dock: 401 Lomas Blvd.
NW, Albuquerque, NM. 87102

Sealed Bid Opening: Formal

Date: May 18, 2026
Bernalillo County Metropolitan Court
Judicial Conference Room 836
401 Lomas Blvd NW
Albuquerque, New Mexico 87102

INVOICE:

As requested

COMMODITY: CASE FILE FOLDERS

Commodity Code: 61545, 96686, 96603

ITB Procurement Manager: Lucas Salazar

IMPORTANT: BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT-HAND CORNER OF THE FRONT OF THE ENVELOPE.

Sealed bids will be received until the above specified date and local time, then publicly opened at the Bernalillo County Metropolitan Court and read aloud. **Bids sent electronically via email or facsimile will be rejected.**

This bid is subject to the "Terms and Conditions" attached hereto.

TO BE VALID, BID MUST BE SIGNED

BIDDER MUST COMPLETE THE FOLLOWING

COMPANY _____ TELEPHONE NO. _____

SIGNATURE _____ PRINT/TYPE NAME _____

E-MAIL ADDRESS _____

NM 8% RESIDENT BUSINESS OR NATIVE AMERICAN RESIDENT BUSINESS PREFERENCE CERTIFICATION
NO. _____ OR

NM 10% RESIDENT VETERAN BUSINESS OR NATIVE AMERICAN RESIDENT VETERAN BUSINESS PREFERENCE
CERTIFICATION NO. _____

PAYMENT TERMS: Complete the attached Bid Form and submit with this document (Discount will not be considered in computing the low bid, see "Terms and Conditions")

FEDERAL TAX ID# _____ STATE TAX ID# _____

SHARE VENDOR # (If any) _____

FOB Point must be destination, unless otherwise noted by the Procurement Manager

Vendor's Delivery _____ (May be considered in the award)

A business eligible for a New Mexico Resident Business, Native American Resident Business, Resident Veteran Business, or a Native American Resident Veteran Business Preference (“Preference”) must obtain a Preference certificate from the NM Taxation & Revenue Department. In order for the appropriate Preference to be applied to this solicitation, the expenditure for this solicitation cannot involve federal funds, and Bidder must submit a copy of its Preference certificate along with its response to the solicitation. Applicable Preferences will be applied to monetary values only, in accordance with NMSA 1978, §13-1-21 not percentage discounts or other non-monetary values. Additionally, only one submitted Preference will be applied per solicitation, not multiple. Applications for Preference certificates are available for download at: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

This Invitation to Bid contains 19 pages. If your Invitation to Bid contains less, please advise this office immediately.
If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Amendment No. _____ Dated _____ Amendment No. _____ Dated _____

**STATE OF NEW MEXICO
BERNALILLO COUNTY METROPOLITAN COURT
ITB NO. 26-001
CASE FILE FOLDERS
PRICE AGREEMENT NO. BCMC-FY2027-001**

The State of New Mexico Bernalillo County Metropolitan Court (“Court”) is currently requesting sealed bids from prospective and qualified bidders to enter into a Price Agreement (“Agreement”) with the Court for **customized case file folders** to be utilized by the Court during the calendar year. The Court will place its annual order for the entire year’s supply of case file folders for the following calendar year no later than the **30th day of September each year. Delivery of the order must take place on or after the 1st day of November, but no later than the 15th day of December each year, unless otherwise approved by the Support Services Manager for the Court.** Case filings fluctuate from year to year and business practices can change, so projection reports are run by the Court periodically throughout the calendar year to ensure adequate stock of case files for the entire year. There may be times when the Court must place additional orders throughout the calendar year due to an increase in case filings; therefore, the Court is also requesting pricing for orders placed in addition to its annual order.

The term of this Agreement shall be for **four (4) fiscal years beginning on July 1, 2026 and ending on June 30, 2030 (Fiscal Years 2027, 2028, 2029, and 2030)**, with the option to extend for a period of **six (6) additional years**, on an annual basis, upon written notice of renewal by the Court and agreement by the Contractor, at the same price, terms and conditions as stated herein. Pursuant to NMSA 1978, § 13-1-150, this Agreement shall not exceed a total of **ten (10) years**. Therefore, in no case will this Agreement, including all extensions thereof, extend beyond **June 30, 2036**.

As stated above, case filings fluctuate annually, and business practices can change; therefore, the Court does not guarantee the order of a definite quantity of **case file folders**. Quantities listed are estimated amounts only. **Prior to submitting a bid, all Contractors must contact the ITB Procurement Manager by e-mail to request copies of the sample file folders on which they will be bidding.** Contractors may arrange to pick up copies of the sample folders with strip label or request that they be mailed at the vendor’s expense. Samples will be available from, **March 30, 2026 through April 20, 2026**. The Court will not be responsible, however, if sample folders are not received by the Contractor by mail in time to place a bid. **CUSTOM FOLDERS AND STRIP LABEL TO BE PROVIDED BY ANY CHOSEN BIDDER UNDER THIS AGREEMENT MUST MATCH THE SAMPLE FILE FOLDERS PROVIDED BY THE COURT.**

ITB Procurement Manager Contact Information:

Lucas Salazar
Financial Specialist, Senior
Bernalillo County Metropolitan Court
401 Lomas Blvd, NW
Albuquerque, NM 87102
Telephone: (505) 841-8273 Facsimile: (505) 222-4830
E-mail: metrlts@nmcourts.gov

Please submit any questions you have regarding this ITB to metrlts@nmcourts.gov. All questions and corresponding answers will be posted as they are received, on the Metropolitan Court website at <https://metro.nmcourts.gov/> under the “About this Court” and “Request for Proposals” section. It is the vendor’s responsibility to check the website periodically, as the Q&A document will change often as additional questions

are received. Metropolitan Court will not respond to any questions received after 5:00 PM Mountain Daylight Time on April 20, 2026.

Submission of Samples as Part of Bid: As part of their bid submission, each bidder must submit a sample TR File Folder and a DW File Folder according to the bid specifications. Each bidder also must submit a sample 4” x 4” cardstock color swatch of each of the following colors: lavender, green, goldenrod, yellow, and red. Each bidder also must submit a strip label with numbers 0 through 9. All samples will be submitted at the vendor’s expense. Interested bidders shall have until **4:00 PM Mountain Daylight Time on April 24, 2026** to submit the samples listed above. Samples should be sent to the Bernalillo County Metropolitan Court to the attention of the Procurement Manager, Lucas Salazar at 401 Lomas Blvd NW, Albuquerque, NM 87102.

Submission of Bids: Bids must be sealed and labeled on the outside of the package “**Response to File Folders ITB No. 26-001.**” Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify to which ITB the bid is in response. Bids submitted by email or facsimile will not be accepted. Bidders shall submit **one (1) unbound original and two (2) clipped/stapled copies** of a completed bid including all required forms and other attachments, **except that Bidders are only required to submit one set of samples as detailed above.** The original bid with original signatures should be labeled as "original." Each bid must be typewritten (in a font no less than 11 point) on 8.5 x 11 white paper, single-spaced and numbered sequentially from beginning to end. All copies shall contain **all information** presented in the original. All competitive sealed bids must be received by the ITB Procurement Manager no later than **2:00 PM Mountain Daylight Time on May 18, 2026. BIDS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt by the Court will be recorded on each bid. At that time, bids will be publicly opened at the Court and read aloud immediately after closing. All interested parties are invited to attend. A public log will be kept of the names of all Vendor organizations that submit bids. Any bid received after the stated time will be time stamped and returned unopened. **Unsigned Bid Forms will be rejected by the Court.** Bids will be opened at the following location:

Bernalillo County Metropolitan Court
Judicial Conference Room 836
401 Lomas Blvd NW
Albuquerque, New Mexico 87102

AWARDS

Determination of the lowest responsible bidder – Following determination of product acceptability, responsive bids will be evaluated to determine which bidder offers the lowest cost to the Court in accordance with the specifications, terms, and conditions set forth in the Invitation to Bid.

The Court reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individuals items; or any combination of these; or as otherwise specified in bid terms; whichever, in the ITB Procurement Manager’s judgment, best serves the interests of the Court and the State of New Mexico.

Alternate bids will be considered only if the bidder is successful on the base bid. The base bid must be identified as the prime bid.

The Court reserves the right to accept and/or reject any and all bids, and to waive technical irregularities in bids received.

SPECIAL NOTICE – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to the scheduled bid opening. Failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to the scheduled bid opening for the purpose of making any corrections and/or changes, such corrections must be properly identified and signed or initialed by bidder. Re-submittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. After bids have been opened, a low bidder alleging a material mistake of fact may be permitted to withdraw the bid upon written request prior to award at the discretion of the Court.

F.O.B. Destination: Means goods are to be delivered to the destination designated by the user, which is the point at which the user accepts ownership or title of the goods. The laws of the state of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. DESTINATION may cause bid to be declared non-responsive.

Publication Date: March 20, 2026

**STATE OF NEW MEXICO
BERNALILLO COUNTY METROPOLITAN COURT
ITB NO. 26-001 FOR CASE FILE FOLDERS
BID FORM**

ITEM #	APPROX ORDER QTY	UNIT QTY (p/box)	ARTICLE & DESCRIPTION	UNIT PRICE (p/box)	TOTAL COST FY 27	TOTAL COST FY 28	TOTAL COST FY 29	TOTAL COST FY 30
01	11,500	100	Custom printed CR case files: manila folder with perm clips on both inside pages and strip label.					
02	11,500	100	Custom printed FR case files; lavender folder with perm clips on both inside pages and strip label.					
03	4,000	100	Custom printed DW case files; blue folder with a glued single 11pt manila divider and perm clips on all inside pages and strip label.					
04	6,000	100	Custom printed DV case files; green folder with a glued single 11pt manila divider and perm clips on all inside pages and strip label.					
05	27,500	100	Custom printed TR case files; orange folder with perm clips on both inside pages and strip label.					
06	6,000	100	Custom printed PR case files; red folder with perm clips on both inside pages and strip label.					
07	100	100	Custom printed MS case files; yellow folder with perm clips on both inside pages and strip label.					
08	15,500	100	Custom printed CV case files; golden rod folder with perm clips on both inside pages and strip label.					
09	500	100	Custom printed Case files with perm clips on both inside pages and NO strip label: CR, TR, CV, FR, MS, and PR case file types.					

10	200	100	Custom printed Case files with a glued single 11pt manila divider and perm clips on all inside pages and NO strip label: DW and DV case file types.					
11	5,000	100	Blank, 4 Part 1 Partition, Letter size, 1/3 cut, Top Tab Manila File Folders with 4 perm clips and NO strip label.					
12	500	100	Additional order of custom printed files CR, FR, TR, MS, PR, and CV with strip labels according to specifications for items 1,2,5,6,7, and 8.					
13	1,000	100	Additional order of custom printed files CR, FR, TR, MS, PR, and CV with strip labels according to specifications for items 1,2,5,6,7, and 8.					
14	2,000	100	Additional order of custom printed files CR, FR, TR, MS, PR, and CV with strip labels according to specifications for items 1,2,5,6,7, and 8.					
15	5,000	100	Additional order of custom printed files CR, FR, TR, MS, PR, and CV with strip labels according to specifications for items 1,2,5,6,7, and 8.					
16	500	100	Additional order of custom printed files DV, and DW with strip labels according to specifications for items 3, and 4.					
17	1,000	100	Additional order of custom printed files DV, and DW with strip labels according to specifications for items 3, and 4.					
18	2,000	100	Additional order of custom printed files DV, and DW with strip labels according to specifications for items 3, and 4.					
19	5,000	100	Additional order of custom printed files DV, and DW with strip labels according to specifications for items 3, and 4.					
TOTAL SUM OF BID								

Please note: If specific cardstock colors become obsolete and unavailable, the awarded vendor must offer a similar color of custom printed file folders at equal or less price of bid. It is at the discretion of the Court to decide if an alternate color option proposed is acceptable. If the Court deems that the alternate color option is unacceptable, as it does not conform to the specifications as required in the bid, the Court may choose to cancel the price agreement.

BID SPECIFICATION REQUIREMENTS:

1. *Price bids shall be for custom printed CR, FR, TR, PR, MS and CV folders with a tab perm clip located on the inside right and left at the top of the folder.*
2. *Price bids shall be for custom printed DW and DV folders with a glued single divider 11pt manila included with tab perm clips located on the inside right and left at the top folder and on both sides of the divider at the top of the divider.*
3. *Price bids shall be for Blank, 4 part partition, letter size, 1/3 cut top tab manila file folders with 4 perm clips and no strip label.*
4. *Price bids shall be for additional orders of custom printed files needed throughout the year to cover any projected shortfalls. CR, FR, TR, MS, PR, CV, DV and DW folders shall be produced with strip labels according to specifications for items 1 through 8. These files may be ordered at any time during the year, and will be separate from the large bulk order placed in September.*
5. *Stock paper will be 11 pt., 150 lb., colored paper (not tinted), with the fiber grain run perpendicular to the fold of the file folder.*
6. *File folder dimensions will be (9 ½ x 12 3/16 back panel), (9 ½ x 11 3/16 front panel), and (1.25” reinforced end tab).*
7. *Strip labels will be laminated and contain barcodes, year, case type, and colored numbers all of which must match sample strip label provided by the Court.*
8. *Custom printed Case file folders (Items #009, and #010) shall be printed **without** case number strip label.*
9. ***Order quantity is an estimate of the number of folders needed and does not reflect the actual order quantity.***
10. *Unit price per box shall be based on 100 folders in each box.*
11. *Vendor must produce and furnish a sample TR file folder, a sample DW file folder with the 11pt manila single divider, samples of cardstock of lavender, green, goldenrod, yellow and red, and strip labels with numbers 0 through 9 at the vendor’s expense to be submitted on or before April 24, 2026 4:00 PM Mountain Daylight Time for testing. Samples will be tested for durability and to ensure characteristics match the samples of case file folders and labels provided by the Court.*

The undersigned has completed and signed and submits herewith the following documents as part of its Bid:

1. Bid Form
2. Bidder’s sample TR file folder DW file folder, *cardstock color swatches*, and strip label were submitted on or before April 24, 2026 4:00 PM Mountain Daylight Time
3. Supplier Conflict of Interest and Debarment/Suspension Certification Form (**Exhibit A** to Invitation to Bid)
4. Campaign Contribution Disclosure Form (**Exhibit B** to Invitation to Bid)
5. Copies of any required City, County, and/or State Licensure
6. Copy of NM Resident or Native American Resident Certification (if applicable)
7. Copy of NM Resident Veteran or NM Resident Native American Veteran Certification (if applicable)

Date _____

(Name of Bidder)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Address:

City: _____ State: _____ Zip: _____

Telephone Number: _____

Email: _____

**STATE OF NEW MEXICO
BERNALILLO COUNTY METROPOLITAN COURT
PRICE AGREEMENT NO. BCMC-FY2027-001**

I. Statement of Work. Under the terms and conditions of this Price Agreement, the Bernalillo County Metropolitan Court (“Court”) 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 item and/or services to be ordered shall be listed under **the Bid Form**. 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 Court 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.

A sample of each complete customized file folder and barcoded strip label must be delivered to the Support Services Manager for inspection and approval prior to shipping the order each year.

The vendor will be responsible for dock delivery palletized by case file type. When packing pallets vendor will ensure pallets are segregated by file type and loaded in numerical order with low numbers on the top and high numbers on the bottom of the pallet for easy access to the next box number in the series. This will prevent any unnecessary costs in breaking down pallets upon shipment arrival. Failure to pack pallets correctly will not result in a rejection of the shipment but **will** require the vendor to correct the packing error at their expense.

II. Specifications. Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under **the Bid Form & Specifications**. 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.

III. Issuance of Orders. Only written signed orders are valid under this Price Agreement.

IV. Packing (if applicable). Packing shall be in conformance with standard commercial practices.

V. Price Schedule. Price as listed in this **Price Agreement No. BCMC-FY2027-001 ARE FIRM. There will be no allowance for commodity increases. The bid process is in place to obtain and keep said pricing given on bid for an extended period of time.**

**STATE OF NEW MEXICO
BERNALILLO COUNTY METROPOLITAN COURT
ITB NO. 26-001
CASE FILE FOLDERS
PRICE AGREEMENT NO. BCMC-FY2027-001**

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the Court issues a purchase document in response to the Contractor'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 elsewhere in this order.

3. **Status of Contractor.** The Contractor represents, warrants, and agrees that Contractor, its agents and employees, are independent contractors performing services and/or providing goods for the Court and are not employees, special employees, or borrowed employees of the Court or the State of New Mexico, nor is the Court or the State of New Mexico a statutory employer of Contractor, its agents or employees. The Contractor has the sole authority to control the means and manner in which its employees perform any work under the terms of this Agreement for the Court. The Contractor alone exercises control over the hiring, discipline and firing of Contractor's employees. Neither the Contractor nor its agents and employees shall accrue leave, retirement, insurance, bonding or any other benefits or privileges afforded to employees of the Court or the State of New Mexico as a result of this Agreement. The Contractor is solely responsible for providing any and all such benefits and insurance (including, but not limited to, workmen's compensation insurance and any health insurance) for Contractor's employees. The Contractor is solely responsible for all applicable taxes, licensing and other costs of doing business. Contractor shall not purport to bind the Court, its judges, administrators, supervisors, managers, officers, or employees nor the State of New Mexico to any obligation not expressly authorized herein unless the Court has expressly given Contractor the authority to do so in writing. The Contractor and its agents and employees shall not be permitted to use State vehicles or other State property. The Contractor acknowledges that all sums received by it under the terms of the Agreement are reportable by it for income tax purposes as self-employment or business income.

4. **Subcontracting.** The Contractor shall not subcontract all or any portion of the services to be performed under this Agreement without the prior written consent of the Court. If approved by the Court, the Contractor shall be solely responsible and liable for the performance of any subcontractor under such subcontract(s). Any and all fees or costs incurred by an approved subcontractor shall be paid by Contractor and shall not be reimbursed or otherwise paid by Court. The Contractor shall execute written agreements with subcontractors, which are approved in advance by the Court. Copies of executed agreements with any approved subcontractors must be delivered to the Court within **ten (10) days** of execution. Contractor shall be responsible for monitoring its subcontractor's performance and compliance. Use of a subcontractor shall not relieve Contractor of any obligation under this Agreement for any reason, including but not limited to a subcontractor's bankruptcy, insolvency, or other inability to perform the services required under any subcontract.

5. **Assignment:**
 - A. Neither the Court's purchase order, nor any interest therein, shall be assigned or transferred by the Contractor, except as set forth in **subparagraph 5(B)** below or as expressly authorized in writing by the Court. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under the purchase order.

- B. The Contractor agrees that any and all claims for overcharge resulting from antitrust violations, which are borne by the Court as to goods, services, and materials purchased in connection with this bid are hereby assigned to the Court.
6. **Court Furnished Property:** Court furnished property shall be returned to the Court upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
7. **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 or invoice, whichever is later.
8. **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 Contractor's risk and expense, promptly after notice of rejection.
9. **Inspection of Plant or Place of Business:** The Court 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.
10. **Commercial Warranty:** The Contractor agrees that the goods or services furnished under this agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services but, in any event, not less than six (6) months for all repairs and one (1) year for all materials. The rights and remedies provided herein shall extend to the Court and are in addition to and do not limit any rights afforded to the Court by any other clause of this order. The Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
11. **Taxes:** The unit price shall *exclude* all State taxes.
12. **Packing, Shipping, and Invoicing:**
- A. The Contractor shall ship in accordance with the instructions in this Agreement. Shipment shall be made only against specific orders which the Court may place with the Contractor.
 - B. The Court's purchase document number and the Contractor'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 Court's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket. 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 set forth herein. If Contractor is unable to meet stated delivery, Contractor must notify the ITB Procurement Manager.
 - C. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment. Each invoice must be submitted to the Court.
13. **Termination; Cancellation of any Purchase Order.**
- A. **Without Cause.** This Agreement may be terminated, without cause, by either party upon written notice delivered to the other party not less than **twenty (20) days** prior to the effective date of termination.

B. Default: Default of a material term of this Agreement by either party is cause for termination, provided that written notice is given by the aggrieved Party not less than **twenty (20) days** prior to the effective date of termination and the defaulting party does not cure the default within that **twenty (20) day** period. Notwithstanding the foregoing, the Court may terminate this Agreement immediately if, in its reasonable determination, the Contractor becomes unable to perform the services contracted for herein or if, during the term of this Agreement, the Contractor or any of its officers, employees, or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds, or due to the Appropriations paragraph in **Section 24** below. The Court reserves the right to cancel all or any part of this order without cost to the Court, if the Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Court due to the Contractor's default. The Contractor 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 Contractor, such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Court shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Court 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.

C. Obligations upon Termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. The Court shall not incur any further obligations to the Contractor as of the effective date of termination.

14. Debarment and Suspension. If Contractor or any of its subcontractors fails to comply with the terms of this Agreement, the Court may exercise all remedies to which it may be entitled in law and equity and also may bar the Contractor from providing future services for the benefit of the Court.

15. Non-Collusion: In signing this bid, the Contractor certifies that Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Court.

16. Conflict of Interest. The Contractor represents and warrants that it and each of its employees do not presently have an interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor represents and certifies that it has and shall continue to comply with any and all applicable provisions of the Governmental Conduct Act, NMSA 1978, § 10-16-1 *et seq.* and the New Mexico Financial Disclosures Act, NMSA 1978, §10-16A-1 *et seq.* Contractor shall complete and submit with its Bid, the Supplier Conflict of Interest and Debarment/Suspension Certification Form attached as **Exhibit A**.

17. Equal Employment Opportunity; Non-discrimination: Contractors doing business with the State of New Mexico must be in compliance with all federal and state laws pertaining to equal opportunity and nondiscrimination in employment, including by not limited to, Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990. The Contractor shall not discriminate in its employment practices against any person by reason of age, race, religion, color, sex, pregnancy, childbirth, or condition related to pregnancy or childbirth, parental status, national origin, ancestry, genetic information (including family medical history), physical or mental handicap, disability, serious medical condition, veteran's status, sexual orientation, gender identity, spousal affiliation, socioeconomic status, or political affiliation. If the Contractor is found not to

be in compliance with these requirements during the term of this Agreement, the Contractor agrees to take such steps as are required to correct these deficiencies.

18. The Procurement Code: Pursuant to NMSA 1978, §13-1-191 of the Procurement Code and NMSA 1978, §30-24-1, et seq., and NMSA 1978, §30-41-1 through §30-41-3 of the Criminal Code, the receipt or solicitation of bribes, gratuities and kickbacks is strictly prohibited. The Contractor understands and agrees that no local, state, or federal employee or official has obtained or shall be permitted to obtain any benefit that may arise from this Agreement. Should the Court determine that Contractor has violated any of these provisions the Court may terminate this Agreement, in addition to pursuing any other applicable penalties.

19. New Materials Supplied: All bid items are to be NEW and of most current production, unless otherwise specified.

20. Payment for Purchases: There shall be no late payment charges assessed under this Agreement. The parties expressly acknowledge and agree that, pursuant to Subsection (E) of Section 13-1-158 NMSA, the late payment charges set forth in Subsection (C) of that Section 13-2-158 NMSA do not apply to this Agreement.

21. Prohibition against Dual Compensation. The charges for services rendered under this Agreement are reimbursable or subject to compensation only to the extent that such services relate exclusively and directly to the purpose of this Agreement. The Contractor certifies that any direct or indirect costs claimed on any invoice pursuant to this Agreement will not be allocable to or included as a cost on any other invoice submitted by Contractor to the Court for payment. Any supplemental or additional payment for some, or all, of the same services shall not be received, from any other source, by the Contractor.

22. Release. The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Court, its officers, agents and employees, and the State of New Mexico from any liabilities, claims or obligations whatsoever arising from or under this Agreement.

23. Waiver. No prior waiver on the part of the Court, or prior failure to exercise any option, right or privilege under the terms of this Agreement, shall be construed to be a waiver of any like opportunity, option, right or privilege on any future occasion. The Court shall not be estopped or precluded by an acceptance, or certificate of payment, from showing the true amount and character of the work performed or from showing that the acceptance, or certificate of payment, was incorrectly or improperly made. Notwithstanding any such acceptance, or certificate of payment, the Court may still recover from the Contractor any damages sustained by reason of the Contractor's failure to strictly comply with the requirements of this Agreement. In such instances, the Court may recover any payments, which may have been made to the Contractor, in excess of those to which the Contractor is lawfully entitled.

24. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorizations for expenditures being made by the New Mexico Legislature. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement shall, notwithstanding any other provision, terminate immediately upon written notice of termination from the Court. The Court's decision of whether sufficient appropriations and authorizations for expenditures have been made by the Legislature shall be in its sole discretion and shall be accepted by the Contractor as final.

25. Insurance: The Contractor warrants and represents that it currently has and shall maintain, for the duration of this Agreement and for a minimum of **three (3) years** thereafter, comprehensive insurance coverage and liability insurance coverage, against claims for injuries to persons or damages to property that may arise from or in connection with the business, operations and activities of the Contractor, including, but not limited to, the

provision of services and/or goods to the Court under this Agreement or any order by the Contractor, its officers, employees, servants, subcontractors, and agents. The Contractor further understands and agrees that because it, its agents and employees, are independent contractors as set forth in **Section 3** of this Agreement, the Court has no obligation or duty to procure any insurance for the benefit of Contractor, its agents or employees, nor is the Court obligated to ensure that the Contractor maintains adequate insurance or bonds for itself, its agents and employees. Instead, the Contractor understands and agrees that the Court is relying on Contractor's representations and warranties in this Agreement that Contractor currently has and will maintain comprehensive insurance with sufficient liability limits. Nothing contained herein shall constitute a waiver by the Court or the State of New Mexico of the limitations on liability as set forth in the Tort Claims Act, NMSA 1978, § 41-4-1 through § 41-4-27.

26. Worker's Compensation: The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. The Contractor represents and warrants that it currently has and shall continue to maintain workers' compensation insurance for the benefit of its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Court.

27. Licenses. The Contractor represents and warrants that it has and shall maintain at all times during the term of this Agreement, any and all licenses, which are required by the City, County, State, or otherwise, for the operation of its business and the performance of any services provided hereunder.

28. Indemnification. The Contractor shall defend, indemnify and hold harmless the Court, its officers, agents and employees, and the State of New Mexico from all actions, proceedings, lawsuits, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source, which may arise out of the Contractor's acts or omissions, performance of or failure to perform this Agreement, whether caused by the Contractor, its officers, employees, servants, subcontractors, agents or otherwise. This indemnification provision shall survive the termination of this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor, or any of its officers, agents, employees, servants or subcontractors, under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than **seven (7) days** after it receives notice thereof, notify the Court Executive Officer of the Court by certified mail and by facsimile. Nothing contained herein shall constitute a waiver by the Court or the State of New Mexico of the limitations on liability as set forth in the Tort Claims Act, NMSA 1978, § 41-4-1 through § 41-4-27.

29. Arbitration: Any controversy or claim arising between the parties shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

30. Conflict of Interest: The Contractor must complete the Supplier Conflict of Interest and Debarment/Suspension Certification Form attached hereto as **Exhibit A** and submits it with its bid.

31. Campaign Contribution Disclosure Form: Pursuant to NMSA 1978, § 13-1-191.1, the Contractor must disclose all campaign contributions in excess of Two Hundred Fifty Dollars (\$250.00) within the past two (2) years by completing the Campaign Contribution Disclosure Form attached hereto as **Exhibit B** and submit it with its bid.

32. Records; Accounting. The Contractor shall maintain and provide to the Court detailed records and reports of all services rendered and/or good provided during the term and effect of the Agreement. The records shall include information concerning the date, time, and nature of all services rendered and/or goods provided during the term of this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be of sufficient detail to support the Contractor's charges. These records shall be

subject to inspection of the Court, its auditors, and the New Mexico State Auditor. The Court shall have the right to audit such records, at all reasonable times, for a period of **three (3) years** from the date of final payment under this Agreement. Payment under this Agreement shall not foreclose the right of the Court to recover any and all excessive, improper, and/or illegal payments.

33. Applicable Law. This Agreement, its construction, interpretation and performance shall be governed by the laws of the State of New Mexico and by applicable Federal law.

34. Attorneys' Fees and Costs. In the event that the Court brings an action or proceeding for the declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default hereof, or any other legal action arising out of this Agreement or the transactions contemplated hereby, or in the event Contractor is in default of its obligations pursuant hereto, the Court shall be entitled to recover its reasonable attorney's fees and costs.

35. Entire Agreement; Amendment: This Invitation to Bid, which includes this Price Agreement, the Contractor's Bid, and the purchase document(s) issued by the Court in response to the Contractor's Bid sets forth all of the terms, conditions, covenants, understandings, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements, whether oral or written, which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties. Any amendment to this Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** for goods or services issued prior to the effective date of the amendment.

34. Existence and Authorizations. The Contractor represents and warrants: (i) it is a _____ (insert type of entity, e.g. corporation, limited liability company, sole proprietorship); (ii) if a corporation, it is in good standing; (iii) it is duly organized and existing under the laws of the State of _____ (insert place of incorporation or of organization); (iv) it is duly authorized to conduct business in the State of New Mexico; and (v) it has obtained all authorizations necessary on its part for the due and valid execution of this Agreement and delivery of the same to the Court and the performance of the services represented hereby and thereby.

STATE OF NEW MEXICO
BERNALILLO COUNTY METROPOLITAN COURT

Supplier Conflict of Interest and
Debarment/Suspension Certification Form

Conflict of Interest:

No employee or the Bernalillo County Metropolitan Court (“Court”) has a direct or indirect interest in the Contractor or in the proposed transaction (unless contractor is a publicly traded company and the employee or Court’s interest is less than one percent of the vendor).

The Contractor neither employs nor is negotiating to employ any Court employee or member of the Court.

The Contractor did not participate directly or indirectly in the preparation of specification upon which the quote or offer is made.

If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in the Contractor, please identify legislator: _____.

List below, the name and social security number of any employee of the Contractor or person assisting in the proposed transaction in any way who was a Court employee within the preceding 12-month period.

Debarment/Suspension Status

1. The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or in receipt of a notice or proposed debarment from any Federal Agency.
2. The Contractor agrees to provide immediate notice to the Court in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

Certification

The undersigned hereby certifies that the undersigned has read this form and the representations made herein are true and that the undersigned understands and will comply with these requirements. The undersigned further certifies that the undersigned has the authority to certify compliance for the vendor named below.

Signature _____ Title: _____

Name Typed: _____ Date: _____

Company: _____ City: _____

Address: _____ State: _____ Zip: _____

**BERNALILLO COUNTY METROPOLITAN COURT
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, §§ 13-1-28, *et seq.*, NMSA 1978, and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract, pursuant to § 13-1-181 NMSA 1978, or a contract that is executed may be ratified or terminated pursuant to § 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal. For the Bernalillo County Metropolitan Court (“Court”), “applicable public official” shall mean each person who (i) is currently serving a term as a judge on the Court or (ii) has served as a judge on the Court within the six (6) months immediately preceding the date of execution of this disclosure form.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for

proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, limited liability company, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Printed Name of Contractor

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Printed Name of Contractor

Signature

Date

Title (Position)