

**SANTA FE COUNTY  
PRICE AGREEMENT**

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

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. DEFINITIONS**

**A. "County"** shall mean Santa Fe County.

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

**C. "Purchase Order"** shall mean a fully executed purchase document issued by the Santa Fe County Purchasing Department that specifies the items to be provided by the Contractor under the terms of the Price Agreement.

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

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

**2. GOODS TO BE PROVIDED**

**A. Good Listed on Attachment A.** The Department, through the County, may issue purchase orders of the items described herein. The item ordered must be listed on Attachment A to this Agreement. All orders issued hereunder must bear both an order number and the number of this Price Agreement.

**B. Quantities.** It is understood that this is an indefinite quantity price agreement, and the County may order any quantity of the items listed on Attachment A. No guarantee or warranty is made or implied, by either the County or the Department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items when ordered.

**C. Specifications.** Items furnished hereunder shall conform to the requirements of the specifications provided in the Information for Bidders, attached hereto as Attachment B. Purchase Orders issued pursuant to this Agreement must show the

applicable Price Agreement item(s), numbers(s), and price(s). Any items provided pursuant to this Price Agreement must meet or exceed the specifications.

**D. Shipping and Billing Instructions.**

1. The Contractor shall ship the items in accordance with the County's instructions. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number, and the commercial part number (if any) for each item. Unless otherwise designated by the County, the Contractor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence of the Department, the Contractor shall bear all risk of loss or damage until products have been accepted by the Department. Destination charges shall be included in the product price.

2. The Contractor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or delivery-by-messenger service). Such enhanced delivery charges shall be pre-paid by the Contractor and billed as a separate item at actual cost. The Contractor shall advise the Department of any enhanced delivery charges prior to the acceptance of the purchase order.

3. Whenever the Department does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.

4. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the Using Department.

5. Unless otherwise agreed upon by the Department, the Contractor shall be responsible for the pick-up of returned items.

6. Time is of the essence for purposes of this Agreement. All damages resulting from late delivery shall be the responsibility of the Contractor. In the event of failure of the Contractor to deliver in accordance with this requirement, the Contractor shall be liable to the County for liquidated damages in the amount of \$100.00 per order per each day the items are delivered late.

**E. Delivery Tickets.** The County's Purchase Order number and the Contractor's name, the Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The Departments count will be accepted by the Contractor as final and conclusive on each shipment that is not accompanied by a packing ticket.

**F. Price.** Prices listed in Attachment A for each item shall be the price for that item as adjusted as set forth below.

### **G. Periodic Price Adjustments.**

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

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

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

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

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

### **3. PAYMENT**

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

**A. Inspection.** Final inspection and acceptance of all items ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.

**B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Department and the Contractor, within thirty (30) days from the receipt of items, the using department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.

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

**D. Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, extended totals and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Department and not to the County's Central Purchasing Office.

**E. Payment of Invoices.** Upon written certification from the Department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made and mailed to the Contractor's designated mailing address.

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

#### **4. TERM**

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE PARTIES. The term of this Agreement shall be two (2) year(s). The County may, in its discretion, extend the term for an additional two years under the same terms and conditions of this Agreement.

## **5. DEFAULT**

A. The failure of the Contractor to perform shall create a default pursuant to this Price Agreement. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement without cost to the County if the items fail to meet the requirements of this Price Agreement. The Contractor may be excused from performance under this Price Agreement if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not limited to, acts of God or the public enemy, acts of the County or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the subcontractor to meet the required delivery schedule.

B. The County may cancel all or any part of any resulting order without cost to the County if the Contractor fails to meet material provisions of the order; the Contractor shall be liable for any excess costs associated with such a default.

## **6. TERMINATION**

**A. For Convenience.** This Price Agreement may be terminated by the County upon written notice to the Contractor thirty (30) days before the proposed date of termination. Notice of Termination of the Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

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

## **7. AMENDMENT**

This Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING PURCHASE ORDERS issued by the County prior to the effective date of the amendment mutually agreed upon. Amendments affecting prices are not allowed.

## **8. STATUS OF CONTRACTOR**

The Contractor, and Contractor's agents and employees, are independent Contractors and are not employees of the County. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

## **9. ASSIGNMENT**

A. Neither this Price Agreement nor any orders placed under this Price Agreement, nor any interest therein, nor claim there under, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 9(B) below or as expressly authorized in writing by the County purchasing manager. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Price Agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.

## **10. NON-COLLUSION**

In signing this Agreement, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

## **11. INSPECTION OF PLANT**

The County Purchasing Manager may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Price Agreement.

## **12. COMMERCIAL WARRANTY**

The Contractor agrees that the items furnished under this Price Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such items, and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this order. Contractor agrees not to purport to disclaim warranties of fitness for a particular purpose or merchantability and fitness for a particular purpose.

### **13. CONDITION OF PROPOSED ITEMS**

All proposed items to be delivered under this Price Agreement are to be NEW and of most current production, unless otherwise specified.

### **14. RECORDS OF AUDIT**

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

### **15. APPROPRIATIONS**

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

### **16. RELEASE**

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials, officers, employees, agents and attorneys, from and against all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

### **17. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the Using Department.

### **18. PRODUCT OF SERVICE: COPYRIGHT**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an

application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Department at conclusion of the Agreement.

## **19. CONFLICT OF INTEREST**

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

## **20. APPROVAL OF CONTRACTOR REPRESENTATIVES**

The Department reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Department, serving the needs of the County adequately.

## **21. SCOPE OF AGREEMENT, MERGER**

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

## **22. NOTICE**

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

## **23. EQUAL OPPORTUNITY COMPLIANCE**

The Contractor shall abide by all federal and county laws, rules and regulations, and all applicable executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the governor of the State of New Mexico, the Contractor agrees to assure that no person shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

## **24. INDEMNIFICATION**

The Contractor shall hold the County and its agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

## **25. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of New Mexico.

## **26. INCORPORATION BY REFERENCE AND PRECEDENCE**

This Agreement incorporates the Information For Bidders, Attachment B, including any written addenda, and the Contractor's bid, Attachment A. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Price Agreement in reverse chronological order; (2) the Price Agreement, including the scope of work; (3) the Information For Bidders including attachments thereto and addenda.

## **27. WORKER'S COMPENSATION**

The Contractor shall comply with State laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated.

## **28. INVALID TERM OR CONDITION/SEVERABILITY**

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

## **29. ENFORCEMENT OF AGREEMENT**

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

### **30. PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION**

A. The Contractor shall defend, at its own expense, the County from and against any claim that any item provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the Department based upon Contractor's trade secret infringement relating to any items provided under this Agreement, the Contractor agrees to reimburse the County for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the Department shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any item becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the County the right to continue using the item and fully indemnify the County against all claims that may arise out of the County's use of the item;

- ii. replace or modify the item so that it becomes non-infringing;

or,

- iii. accept the return of the item and refund an amount equal to the value of the returned item, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any item modified by the department to the extent such modification is the cause of the claim.

C. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

D. The agreement paragraph titled "patent, copyright, trademark, and trade secret indemnification" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this Agreement shall also survive termination of this Agreement

### **31. SURVIVAL**

Each party agrees to protect confidential information and information identified as sensitive, proprietary, patent, copyright and/or trade secret data of the other. This protection will survive completion and/or termination of this Agreement and each party agrees not disclose this data unless under an order by a court of appropriate jurisdiction or the information becomes public knowledge.

### **32. NOTICES**

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:  
Santa Fe County Attorney's Office  
102 Grant Avenue  
Santa Fe, NM 87501

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

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

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

SANTA FE COUNTY:

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

9/28/10

ATTEST:

[Signature]  
Valerie Espinoza  
Santa Fe County Clerk



APPROVED AS TO FORM:

[Signature]  
Stephen C. Ross  
Santa Fe County Attorney

1 September 2010  
Date

FINANCE DEPARTMENT APPROVAL:

[Signature]  
Teresa Martinez  
Santa Fe County Finance Director

9/15/10  
Date

MATTEWS OFFICE SUPPLY, INC.:

[Signature]  
(SIGNATURE)

9/30/10  
Date

TOM C. MATTHEWS PRESIDENT  
(PRINT NAME AND TITLE)

FEDERAL TAX I.D. NUMBER: 85-0465128

**ATTACHMENT A  
PRICE SCHEDULE**

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

**IFB #2010-0323-ASD/TRV**

Please offer your best price, for each item as outline below. **The Bidders shall complete the following bid sheet in full, for Bid No. 2010-0323-ASD/TRV, including signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 10:00 am on the bid due date specified.

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

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

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

RD, GRN  
BLU, PUR

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

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

93	BSN 63108	DZ	Legal Note Pads – white, 8 ½ x 11	\$ <u>5.91</u>
94	RED 33502	EA	Notebook – 5 x 7, college ruled	\$ <u>1.13</u>
95	AMP 25093	EA	Memo Book – 3 x 5, top wire bound, narrow ruled	\$ <u>.74</u>
96	TDP 3002S	DZ	Phone Message Pad – 4 1/4 x 5 1/2	\$ <u>2.87</u>
97	SPR 02301	EA	Wirebound Message Books – black print carbonless duplicates w/stop card to prevent write through, 2 ¾ x 5	\$ <u>2.20</u>
98	ABF TC1182	EA	Money/Rent Receipt Books – Carbonless, 3 part, 7 5/8 x 11	\$ <u>4.23</u>
99	ITA 01539	EA	Liquid Paper – white	\$ <u>.39</u>
100	TDM 68620	EA	Correction Tape – sideways application	\$ <u>1.58</u>
101	MAC ML3000	BX/3000	Address Labels – white, inkjet/laser printer, 1 x 2 5/8	\$ <u>7.48</u>
102	MAC ML8100	BX/8000	Mailing Labels – white, inkjet/laser printer, 1/2 x 1 3/4	\$ <u>7.62</u>
103	BSN 26102	PK/1500	File Folder Labels – 1/3 cut, white, 3 7/16 x 2/3	\$ <u>7.43</u>
104	BSN 26101	PK	File Folder Labels – 1/3 cut, assorted colors, 3 7/16 x 2/3	\$ <u>3.12</u>
105	MAC MLO100	BX/100	Shipping Labels – 8 1/2 x 11	\$ <u>7.48</u>
106	AVE 16141	PK	Self Stick Plastic Index Tabs – side mount, heavy duty, write on	\$ <u>1.89</u>
107	SMD 67420	RL	Numerical End Tab File Folder Labels – single digit label, colored numeral, white background (0 - 9)	\$ <u>4.98</u>
108	TAB 58090	PK	Exhibit Labels - Yellow	\$ <u>2.89</u>
109	AVE 8871	PK	Business Cards – 2 x 3 1/2, white, inkjet printer	\$ <u>8.59</u>
110	SPR 81001	BX/100	Push Pins – 3/8, assorted	\$ <u>.85</u>
111	BAU 68909	EA	Badge Straps w/Clips – clear	\$ <u>.27</u>
112	ESS 44212	EA	Diploma Cover – 12 x 10	\$ <u>13.45</u>

113	BSN 15745	BX/1lb.	Rubber Bands – assorted sizes	\$ <u>2.63</u>
114	BSN 15743	BX/1lb.	Rubber Bands – 3 1/2 x 1/8 x 1/32	\$ <u>2.63</u>
115	BSN 15729	BX/1lb.	Rubber Bands – 7 x 1/8 x 1/16	\$ <u>2.63</u>
116	SPR 52225	CTN/2	Flip Chart – 27 x 34 - unruled	\$ <u>19.31</u>
117	SAN 22474	SET/4	Flip Chart Markers – bullet tip, assorted	\$ <u>2.22</u>
118	SPR 01188	BX/50	Laminating Sheets/Pouches - letter	\$ <u>18.95</u>
119	SPR 01153	BX/100	Laminating Pouches – clear, 5 mils, 2 15/16 x 4 1/8	\$ <u>1.65</u>
120	HEW C6979A	PK/50	Photo Paper – luster, 8 1/2 x 11	\$ <u>16.78</u>
121	SPR 38950	EA	Desktop Copyholder – paper holder/line guide	\$ <u>3.22</u>
122	BSN 65657	EA	Scissors – 8 inch	\$ <u>1.20</u>
123	BSN 15788	EA	Glue Stics – clear, 1.27 oz.	\$ <u>.48</u>
124	EVE EN92	PK/24	Batteries - AAA	\$ <u>8.48</u>
125	EVE EN91	PK/24	Batteries - AA	\$ <u>8.22</u>
126	EVE EN93	PK/12	Batteries – C	\$ <u>7.16</u>
127	EVE EN95	PK/12	Batteries – D	\$ <u>9.02</u>
128	EVE EN22	PK/12	Batteries – 9 Volt	\$ <u>15.25</u>
129	VER 95236	EA	Flash Drives – 4 gb	\$ <u>14.05</u>
130	AAG E717-50	EA	Daily Desk Calendar Refill – 12 month, loose leaf/two hole, 3 1/2 x 6	\$ <u>1.26</u>
131	AAG SK24-00	EA	Monthly Desk/Wall Calendar – 12 month, 22 x 17	\$ <u>2.53</u>
132	DTM 12010	EA	Planner Refill – one page per day, 7 ring, 5 1/2 x 8 1/2	\$ <u>13.97</u>

133	DTM 14010	EA	Planner Refill – one page per day, 7 ring, 8 ½ x 11	\$ <u>15.62</u>
134	DTM 8722B	PK	Lined Note Pads for Organizer – 7 ring, 5 ½ x 8 ½	\$ <u>2.61</u>
135	DTM 8732B	PK	Lined Note Pads for Organizer – 7 ring, 8 ½ x 11	\$ <u>2.99</u>
136	AAG 70100Y05	EA	Weekly/Monthly Planner – 12 month, 2 pages per week, 6 7/8 x 8 ¾	\$ <u>9.77</u>
137	AAG 7065005	EA	Weekly/Monthly Planner – 12 month, 2 pages per week, 8 ¼ x 10 7/8	\$ <u>11.57</u>
138	CCS 24305	EA	Air Dusters – 10 oz, spray tube	\$ <u>2.32</u>
139	CCS 24224	EA	Monitor Wipes – pre-moistened	\$ <u>2.18</u>
140	GJO 10450	EA	Hand Sanitizer – pump	\$ <u>2.56</u>
141	GJO 10475	EA	Disinfecting Wipes	\$ <u>2.85</u>
142	CDX 38504EA	EA	Disinfecting Spray	\$ <u>3.36</u>
143	GEP 48100BX	EA	Facial Tissue	\$ <u>.92</u>
144	GJO 10358	EA	Dishwashing Liquid	\$ <u>2.75</u>
145	PAG 32370	BX	Laundry Detergent	\$ <u>4.79</u>
146	SPR 01488	EA.	Ruler – 12"	\$ <u>.19</u>
147	MLK 3D	EA.	4 Pin Tumbler Lock – 1 ½" width	\$ <u>4.85</u>
148	SWI 54031	DZ	Fingertip Grips - small	\$ <u>1.14</u>
149	SWI 54032	DZ	Fingertip Grips - medium	\$ <u>1.14</u>
150	SPR 01569	EA	Fingertip Moistener – 3/8 oz.	\$ <u>.49</u>

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

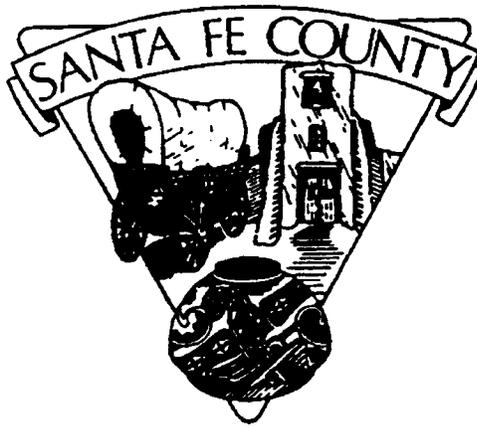
Bidder's Name: MATTHEWS OFFICE SUPPLY

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

Signature of Authorized Bidder's Agent: JAM C MATTHEWS

**ATTACHMENT B**  
**IFB #2010-0323-ASD/TRV**

**SANTA FE COUNTY  
ASD PURCHASING DIVISION**



**OFFICE SUPPLIES**

**IFB #2010-0323-ASD/TRV**

**JULY 2010**

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**ADVERTISEMENT FOR BIDS**

**INVITATION FOR BIDS**

**IFB#2010-0323-ASD/TRV  
OFFICE SUPPLIES**

Santa Fe County is requesting bids for the purpose of procuring office supplies. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole. A complete bid package shall be submitted in a sealed container indicating the bid title and number along with the bidder's name and address clearly marked on the outside of the container. **All bids must be received by 10:00 A.M., MDT, on August 12, 2010 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (2<sup>nd</sup> Floor), Santa Fe, NM 87501.** By submitting a bid for the requested item's is certifying that its bid is in compliance with the requirements stated in the IFB package.

**EQUAL OPPORTUNITY EMPLOYMENT:** All qualified bidders will receive consideration for contract(s) without regard to race, color, religion, sex or national origin.

Invitation for Bid packages may be obtained by contacting Tila Rendon-Varela, Procurement Specialist, Senior, Santa Fe County Purchasing Division at (505) 992-6753, through e-mail at [trendon@co.santa-fe.nm.us](mailto:trendon@co.santa-fe.nm.us); or on our website at [http://www.santafecounty.org/about\\_us/current\\_bid\\_solicitations.php](http://www.santafecounty.org/about_us/current_bid_solicitations.php)

**BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL  
NOT BE ACCEPTED.**

Santa Fe County  
Purchasing Division  
Publish – July 29, 2010

## **BID INSTRUCTIONS**

1. All bids shall be submitted on the Santa Fe County "Invitation for Bids" forms provided herein.
2. All bids must be received by the Santa Fe County Purchasing Division, 142 West Palace Avenue, second floor, as specified in these Bid Instructions:

**Mailing Address:**

Santa Fe County Purchasing  
Attn: Tila Rendon-Varela  
PO Box 276  
Santa Fe, NM 87504-0276

**Hand Delivery and Courier:**

Santa Fe County Purchasing Division  
142 W. Palace Ave., 2<sup>nd</sup> Floor  
Santa Fe, NM 87501

3. Bids shall be submitted in a sealed envelope and be clearly marked with the words: **Sealed Bid Enclosed, Bid #2010-0323-ASD/TRV, Office Supplies for Santa Fe County.**
4. Filing time marked or stamped on the sealed envelope by the Santa Fe County Purchasing Division shall be the official time of receipt of the bid.
5. All bids shall remain sealed until the date and time specified on page one (1) of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink, legibly written or typed. In case of discrepancy, amounts stated in words shall govern.

## GENERAL TERMS AND CONDITIONS

1. **Bid Modification and Withdrawal:** After bid opening, no modification of bids shall be permitted. A bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the firm's authorized representative or agent. Resubmission of the modified bid shall be received within the specified time of bid opening to be considered.
  
2. **Contract Terms and Conditions:** The Contract between the County and the Contractor shall follow the Terms and Conditions as stipulated throughout this Invitation for Bid. The County reserves the right to negotiate with a successful Bidder Terms and Conditions in addition to those contained in this IFB. The contents of this IFB, as revised and /or supplemented, the successful contractor's bid, and any additional Terms and Conditions (if applicable) as negotiated shall be accepted by the County and the Contractor as the contractual documents.  
  

Should the bidder object to any of the County's Terms and Conditions, as stipulated throughout this Invitation, that bidder must propose specific alternative language. The County may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the bidder's bid. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.
  
3. **Notification of Award:** The successful bidder(s) shall be notified in writing within five (5) working days of contract award. The successful bidder(s) will be issued subsequent purchase order(s) for goods and/or services as predicated by the Statement of Work, Specifications or supplemental agreement prepared by Santa Fe County.
  
4. **Delivery:** Unless otherwise specified, all items bid are delivered to Santa Fe, NM at a site to be determined by the County, at the time the purchase order is released. (See Supplemental Terms and Conditions for Late Delivery Penalties)
  
5. **Payment Terms:** All successful bidders for items bid shall be subject to terms of net thirty (30) days after receipt of the firm's proper and acceptable invoice(s) by Santa Fe County.
  
6. **Applicable Taxes:** Prices offered are not to include applicable taxes. Applicable taxes shall be specified as a separate line item and will not be included in the bid evaluation. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and/or goods. The awarded Bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
  
7. **Estimated Quantities:** All bidders understand that any quantities stated in this invitation are estimated quantities and that actual quantities for the term of the contract may vary.

Santa Fe County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this invitation are contingent upon available appropriated funding.

8. **Inspection and Acceptance:** Final inspection and acceptance of items will be made at the destination. Non-conforming units shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.
9. **Warranties:** The bidder agrees that the goods and/or services furnished under this invitation shall be covered by most favored commercial warranties the bidder gives to any customer for such goods and/or services and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause in any resulting order. The bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability.
10. **Invoice Requirements:** The awarded contractor invoice shall be submitted in triplicate duly certified and contain the following information to be acceptable to the County:
  - Purchase order number – IFB number
  - Invoice Number
  - Unit prices with extended totals
  - Complete descriptions of goods and/or services rendered
  - Separate invoices shall be issued for each completed shipment, project or phase as determined in any previous order for such goods and/or services.
11. **Rights to Cancel:** The County reserves the right to cancel all or any part of any resulting order without cost to the County if the awarded contractor fails to meet material provisions of the order, and except as otherwise provided herein, to hold the awarded contractor liable for any excess costs associated with the contractor's default. The awarded contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the contractor. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the County can determine that the goods or services to be supplied by the sub-contractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.
12. **Bidders Certification:** In submitting a bid, the bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this invitation for bids by the County.
13. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979)

14. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be used.
15. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with bidders and to accept the offer it deems to be in the best interest of the Santa Fe County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.
16. **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and/or to function as indicated in these specifications. The contractor shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

**ANY EXCEPTIONS TO THE SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED.**

17. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any bidding firm orally. Each request for interpretations shall be in writing addressed to Vincent Ojinaga, Procurement Manager, Santa Fe County Purchasing Division at 142 West Palace Ave., Second Floor, Santa Fe, NM 87501 or via fax at (505) 989-3243, and to be given consideration must be received at least ten (10) working days prior to the date fixed for the receipt of bids.
18. **Communication:** Direct communication with the County technical representative or government sponsor of the requirement, other than through the aforementioned individual, may result in the elimination of the bidder's offer from consideration.
19. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of a written addenda to the IFB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the County as reasonable to expedite this process to all prospective firms prior to the date fixed for the receipt of bids. Failure of any bidding firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their bid as submitted. **All addenda so issued shall become part of the contract documents.**
20. **Brand Names and Model Numbers:** Specifications in this invitation are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable standards and are not intended to restrict competition. No substitute specifications may be included, exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions which preclude mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.

21. **Item Description(s):** All items on all pages of the specification are representative of the desired sized and dimensions and as such are intended as guides to potential Bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name; and (3) the County determines such items to be equal in all material respects to the salient specifications of the products required.
22. **Compatibility or Brand Name(s):** Bidders shall clearly indicate that it is offering an "equal" product unless the offeror is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the Bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.
23. **Evaluation and Determination of Product(s):** The evaluation of bids and the determination as to equality of the product proposed shall be the responsibility of the County and will be based on information provided in the Bid and/or information reasonably available to the County.
24. **Bribes, Gratuities, and Kickbacks:** The procurement code, Section 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for code violations. In addition the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
25. **Resident Manufacturer Preference:** To expedite the determination of eligibility for the 5% resident manufacturer preference, please complete the following, if applicable:

I(We) certify that the following items numbered \_\_\_\_\_ as indicated in this invitation were(are) grown, produced, processed or manufactured wholly in the state of New Mexico.

**Resident Business Preference**

The 5% resident business preference shall apply to all registered business, unless the expenditure of federal funds designated for a specific purpose is involved.

**Preference Registration Information**

I(We) certify that this business is registered with the State of New Mexico as a resident manufacturer or resident business, number \_\_\_\_\_.

**Note:** No bidder shall receive more than 5% preference on any one bid.

## SUPPLEMENTAL TERMS AND CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the requirements by Santa Fe County. The County reserves the right to accept some minor variances in the approved goods or services offered by the bidders if such acceptance is determined to be in the best interest of the County.
2. **Qualified Bidders:** Bids may be accepted from vendors and/or factory authorized dealers who are able and willing to provide responsive service to the County. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder. All bidders shall include references from three (3) or more places of business that these services were provided to.
3. **Inspection of Work:** Representatives of the Santa Fe County, including the Purchasing Division, shall have access at any reasonable time, to the bidder's and manufacturer's facilities for the purposes of inspection during the agreement period, to inspect the recording facility during its normal working hours. The costs associated with such inspection trips shall be borne by the County.
4. **Late Delivery:** It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses that the County may incur as a result of failure to deliver the goods or services described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

The following delivery terms and conditions apply to the item(s) described in the specifications: The goods or services shall be delivered within ten (10) business days after receipt of order (ARO).

At the option of the County Procurement Manager, the County may invoke the default provision of this contract contained in the General Terms & Conditions (#11) in addition to any penalties as outlined above.

5. **Payment or Acceptance Not Conclusive:** No payment made under this Agreement shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, and shall not relieve the bidder from corrections of the defects. The final acceptance shall not be binding upon the County nor conclusive, should it subsequently develop the bidder had furnished inferior items or had departed from the specifications or the terms of the contract. Should such conditions become evident, the County shall have the right, notwithstanding final acceptance and payment, to cause the services to be properly furnished in accordance

with the specifications (and drawings, if any) at the cost and expense of the bidder.

6. **Order of Preference:** In the event of conflict between the Bid Instructions and General Terms and Conditions and the Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail.

Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.

7. **Method of Award:** Santa Fe County reserves the right to award a “Multiple Source Award” pursuant to Section 13-1-153 NMSA 1978, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items.

**THIS SPACE LEFT BLANK INTENTIONALLY**

**ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM**

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that he/she has received a complete copy, beginning with the title page, and ending with \_\_\_\_\_.

The acknowledgement of receipt should be signed and returned to the Procurement Manager. Only Bidders that return this form in a timely manner will receive copies of addenda to this IFB.

FIRM: \_\_\_\_\_  
REPRESENTED BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
DELIVERY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)  
Name: \_\_\_\_\_  
(printed)  
Title: \_\_\_\_\_

This name and address will be used for all correspondence related to the Invitation for Bids.

Tila Rendon-Varela  
Santa Fe County Administrative Services Department  
Purchasing Division  
142 W. Palace Avenue  
Santa Fe, NM 87501  
Phone: (505) 992-6753 Fax: (505) 989-3243  
E-mail: [trendon@co.santa-fe.nm.us](mailto:trendon@co.santa-fe.nm.us)

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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 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.

**“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.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“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, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective contractor”** means a person who 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 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:**

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)

\_\_\_\_\_  
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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## **SPECIFICATIONS**

### **Objective Description**

Santa Fe County is issuing an Invitation For Bids for office supplies for Santa Fe County to award a firm, fixed, indefinite quantity price agreement. Santa Fe County reserves the right to award a "multiple source award" pursuant to NMSA 1978 section 13-1-153 to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items. The successful bidder(s) will be awarded a two (2) year contract with the County. At its sole discretion, the County shall have the option to renew for an additional two (2) year term contingent upon available appropriated funding and with the same terms and conditions for these goods.

### **Scope of Work**

Office supply agreement to include but not limited to:

Office supplies will be billed at the discount offered in the bid schedule. Cost for office supplies will be itemized separately on each invoice and will indicate list price less discount offered.

Under the terms and conditions of this Price Agreement all Santa Fe County agencies may issue orders for items described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder. The item to be ordered shall be as listed on the bid sheet. 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 either the Santa Fe County Purchasing Division 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 in accordance with the articles contained hereunder for the quantity of each order issued.

**Specifications:** Items furnished hereunder shall conform to the requirements of specifications to items listed on the bid sheet. 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.

**Shipping and Billing Instructions:** Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term of this agreement. The contractor shall enclose a packing list with each shipment listing the order number, price agreement number, and the part number for each item.

The contractor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence of a procuring agency, the contractor shall bear all risk of loss or damage until products have been accepted by the procuring agency. Destination charges are included in the product price on the bid sheet. The contractor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or delivery-by-messenger service). Such enhanced delivery charges shall be pre-paid by the contractor and billed as separate item at actual cost. The contractor shall advise the procuring

agency of any enhanced delivery charges prior to the acceptance of the purchase order.

Whenever a procuring agency does not accept any product and returns it to the contractor, all related documentation furnished by the contractor shall be returned also. The contractor shall bear all risk of loss or damage with respect to the returned products except for loss or damage directly attributable to the negligence of the procuring agency.

Unless otherwise agreed upon by the procuring agency, the contractor is responsible for the pick-up of the returned items.

**Packing (if applicable):** The County's purchase document number and the contractor'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 contractor as final and conclusive on all shipment not accompanied by a packing ticket.

Successful contractor(s) must carry an adequate inventory supply of office supplies to service the County's needs without undue delays. All supplies shall carry the manufacturer's standard warranty. All other standard business practices shall be extended to the County.

**Contractor agrees to:**

Furnish the County with a copy of the price schedule(s) and flat rate manuals at no additional cost. Provide on-line access to County for the placement of orders.

Tax shall not be applied to any office supplies furnished.

Prices quoted herein represent the total compensation to be paid by the County for goods provided. The contractor providing said goods to the County is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices quoted herein include an amount sufficient to cover such costs.

Notwithstanding the existence of this agreement, the County reserves the right to order any items(s) required for emergency purpose from any party who can deliver such item(s) to meet the requirements of the user, without waiving or voiding any of the terms of this agreement.

**BID SHEET**

Project: SFC Office Supplies

IFB No. #2010-0323-ASD/TRV

Bidder:

This Bid is submitted to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Santa Fe County Purchasing Division**  
**142 W. Palace Ave. (2<sup>nd</sup> Floor)**  
**Santa Fe, New Mexico 87501**  
**Attn: Tila Rendon-Varela**

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the specifications sheet(s) for the Invitation for Bids reference #2010-0323-ASD/TRV we hereby submit the attached firm offer, which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

**OFFICE SUPPLIES  
 ADMINISTRATIVE SERVICES DEPARTMENT**

Signature:

Name (typed or printed):

\_\_\_\_\_

Title:

Firm Name:

\_\_\_\_\_

Federal ID or Social Security Number:

NM License #

\_\_\_\_\_

Resident Contractor's Preference #:

Dept. of Labor Registration #:

\_\_\_\_\_

NM Business Preference #:

Liability Insurance is required.

\_\_\_\_\_

Copy of Workers' Compensation Insurance is required

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Received addenda #'s \_\_\_\_\_ & \_\_\_\_\_.

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

**IFB #2010-0323-ASD/TRV**

Please offer your best price, for each item as outline below. **The Bidders shall complete the following bid sheet in full, for Bid No. 2010-0323-ASD/TRV, including signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 10:00 am on the bid due date specified.

Item	Item #	Unit	Article and Description	Price
1			Black Pens – medium point	\$ _____
2			Blue Pens – medium point	\$ _____
3			Red Pens – medium point	\$ _____
4			Pencils – No.2	\$ _____
5			Mechanical Pencils 0.7 mm	\$ _____
6			Mechanical Pencils 0.5 mm	\$ _____
7			Permanent Marker – fine point, black	\$ _____
8			Dry Erase Markers – chisel tip, assorted	\$ _____
9			Highlighters – chisel tip, yellow	\$ _____
10			Highlighters – chisel tip, pink	\$ _____
11			Pencil Lead 0.7 mm	\$ _____
12			Pencil Lead 0.5 mm	\$ _____
13			Clic Eraser/Grip Eraser	\$ _____

14			Clic Eraser Refills	\$ _____
15			Paper Clips – small	\$ _____
16			Paper Clips – medium	\$ _____
17			Paper Clips - large	\$ _____
18			Paper Clips – assorted	\$ _____
19			Binder Clips – small, 3/4”	\$ _____
20			Binder Clips – medium, 1 1/4”	\$ _____
21			Binder Clips – large, 2”	\$ _____
22			Paper Fastener – Prong Base, 2 3/4 , 2” capacity	\$ _____
23			Paper Fastener – Compressor, 2 3/4, 3 1/2 “ capacity	\$ _____
24			Two Piece Paper Fastener – Prong & Compressor, 2” capacity	\$ _____
25			Stapler	\$ _____
26			Staples – standard	\$ _____
27			Staple Remover – jaw style	\$ _____
28			Post Its – 3 x 3	\$ _____
29			Pop Up Post Its – 3 x 3	\$ _____
30			Post Its – 1 1/2 x 2	\$ _____
31			Post Its – 4 x 4, lined	\$ _____
32			Fax Transmittal Pads – preprinted, self stick	\$ _____
33			Color Coding Flags – 3/8 x 1 7/10, assorted	\$ _____

34			Sign Here Flags – 1 x 1 3/4	\$ _____
35			Inter-Office Envelopes – string/button, 10 x 13	\$ _____
36			Plain Envelopes – white, 4 1/8 x 9 1/2	\$ _____
37			Window Envelopes – white, #10, 4 1/8 x 9 1/2	\$ _____
38			Manila Envelopes – clasp, light brown, 8 3/4 x 11 1/2	\$ _____
39			Manila Envelopes – clasp, light brown, 9 x 12	\$ _____
40			Manila Envelopes – clasp, light brown, 10 x 13	\$ _____
41			Manila Envelopes – clasp, light brown, 10 x 15	\$ _____
42			Self-Seal Padded Mailer – 7 1/4 x 8	\$ _____
43			Self-Seal Padded Mailer – 8 1/2 x 12	\$ _____
44			Manila Folders – letter, 1/3 cut	\$ _____
45			Manila Folders – legal, 1/3 cut	\$ _____
46			Colored Folders – letter, 1/3 cut, all colors	\$ _____
47			Hanging Folders – letter, 1/5 tab	\$ _____
48			Hanging Folders – legal, 1/5 tab	\$ _____
49			Heavyweight Manila End Tab Folders w/Fasteners – 2” capacity, letter	\$ _____
50			Manila End Tab Folders – 3/4 expansion, letter	\$ _____
51			Manila End Tab File Pockets – 1 3/4 expansion, letter	\$ _____
52			Double Ply End Tab Expansion Folders w/Fasteners – 2” capacity, all colors	\$ _____
53			Folders w/Embossed Fasteners – 1” capacity, all colors	\$ _____

54			Top Tab Folders w/Fasteners – 2” capacity, 1/3 cut, 3/4 expansion, letter	\$ _____
55			Pressboard Classification Folder – 4 section, letter, 2” capacity, all colors	\$ _____
56			Pressboard Classification Folder – 6 section, letter 2” capacity, all colors	\$ _____
57			Pressboard Classification Folder – 8 section, letter, 3” capacity, all colors	\$ _____
58			Pressboard Classification Folder – 4 section, legal, 2” capacity, all colors	\$ _____
59			Pressboard Classification Folder – 6 section, legal, 2” capacity, all colors	\$ _____
60			Pressboard Classification Folder – 8 section, legal, 3” capacity, all colors	\$ _____
61			Pressboard Report Cover w/Reinforced Hinge – 2” capacity, 8 ½ x 11, all colors	\$ _____
62			Clear Front Report Cover w/Fasteners – 100 sheet capacity, holds 8 ½ x 11 size sheets	\$ _____
63			File Pocket – 5 1/4 expansion, letter	\$ _____
64			Colored File Pocket – 1 3/4 expansion, letter, all colors	\$ _____
65			Colored File Pocket – 2” expansion, letter, all colors	\$ _____
66			Index Expanding File – index A – Z, 21 pockets, 7/8” capacity, without flap, letter	\$ _____
67			Expanding Wallet – 5” capacity, elastic cord closure, legal	\$ _____
68			Twin Pocket Portfolios – holds up to 150 sheets, holds 11 x 8 1/2 sheets, all colors	\$ _____
69			1” Binder – D ring, view	\$ _____
70			2” Binder – D ring, view	\$ _____
71			3” Binder – D ring, view	\$ _____
72			4” Binder – D ring, view	\$ _____

73			5" Binder – D ring, view	\$ _____
74			Binder Insert Tabs – 8 tab	\$ _____
75			Binder Insert Tabs – numbered	\$ _____
76			Binder Insert Tabs – lettered	\$ _____
77			Binder Insert Tabs – a thru z	\$ _____
78			Translucent Dividers – clear label dividers, 5 tab per set	\$ _____
79			Sheet Protectors – top load, medium clear	\$ _____
80			CD-R Discs – 700 mb	\$ _____
81			CD-RW – 700 mb	\$ _____
82			DVD-R – 4.7 gb	\$ _____
83			DVD/CD Sleeves – envelopes w/clear window	\$ _____
84			Full Face CD Labels	\$ _____
85			CD Binder Pages – for use w/three ring binder (for CD storage)	\$ _____
86			DVD Labels	\$ _____
87			Scotch Tape – invisible tape, 3/4 x 1296, 1" core	\$ _____
88			Scotch Tape Dispenser – 1" core, up to 3/4 tape width	\$ _____
89			Packaging Tape – 2 x 110 yds. w/3" core	\$ _____
90			Calculator Tape – 2 1/4 x 150 ft.	\$ _____
91			Notebook – 6 x 9 gregg rule	\$ _____
92			Legal Note Pads – white, 5 x 8	\$ _____

93			Legal Note Pads – white, 8 ½ x 11	\$ _____
94			Notebook – 5 x 7, college ruled	\$ _____
95			Memo Book – 3 x 5, top wire bound, narrow ruled	\$ _____
96			Phone Message Pad – 4 1/4 x 5 1/2	\$ _____
97			Wirebound Message Books – black print carbonless duplicates w/stop card to prevent write through, 2 ¾ x 5	\$ _____
98			Money/Rent Receipt Books – Carbonless, 3 part, 7 5/8 x 11	\$ _____
99			Liquid Paper – white	\$ _____
100			Correction Tape – sideways application	\$ _____
101			Address Labels – white, inkjet/laser printer, 1 x 2 5/8	\$ _____
102			Mailing Labels – white, inkjet/laser printer, 1/2 x 1 3/4	\$ _____
103			File Folder Labels – 1/3 cut, white, 3 7/16 x 2/3	\$ _____
104			File Folder Labels – 1/3 cut, assorted colors, 3 7/16 x 2/3	\$ _____
105			Shipping Labels – 8 1/2 x 11	\$ _____
106			Self Stick Plastic Index Tabs – side mount, heavy duty, write on	\$ _____
107			Numerical End Tab File Folder Labels – single digit label, colored numeral, white background, 0 - 9	\$ _____
108			Exhibit Labels - Yellow	\$ _____
109			Business Cards – 2 x 3 1/2, white, inkjet printer	\$ _____
110			Push Pins – 3/8, assorted	\$ _____
111			Badge Straps w/Clips – clear	\$ _____

112			Diploma Cover – 12 x 10	\$ _____
113			Rubber Bands – assorted sizes	\$ _____
114			Rubber Bands – 3 1/2 x 1/8 x 1/32	\$ _____
115			Rubber Bands – 7 x 1/8 x 1/16	\$ _____
116			Flip Chart – 27 x 34 - unruled	\$ _____
117			Flip Chart Markers – bullet tip, assorted	\$ _____
118			Laminating Sheets/Pouches - letter	\$ _____
119			Laminating Pouches – clear, 5 mils, 2 15/16 x 4 1/8	\$ _____
120			Photo Paper – luster, 8 1/2 x 11	\$ _____
121			Desktop Copyholder – paper holder/line guide	\$ _____
122			Scissors – 8 inch	\$ _____
123			Glue Stics – clear, 1.27 oz.	\$ _____
124			Batteries - AAA	\$ _____
125			Batteries - AA	\$ _____
126			Batteries – C	\$ _____
127			Batteries – D	\$ _____
128			Batteries – 9 Volt	\$ _____
129			Flash Drives – 4 gb	\$ _____
130			Daily Desk Calendar Refill – 12 month, loose leaf/two hole, 3 1/2 x 6	\$ _____
131			Monthly Desk/Wall Calendar – 12 month, 22 x 17	\$ _____

132			Planner Refill – one page per day, 7 ring, 5 ½ x 8 ½	\$ _____
133			Planner Refill – one page per day, 7 ring, 8 ½ x 11	\$ _____
134			Lined Note Pads for Organizer – 7 ring, 5 ½ x 8 ½	\$ _____
135			Lined Note Pads for Organizer – 7 ring, 8 ½ x 11	\$ _____
136			Weekly/Monthly Planner – 12 month, 2 pages per week, 6 7/8 x 8 ¾	\$ _____
137			Weekly/Monthly Planner – 12 month, 2 pages per week, 8 ¼ x 10 7/8	\$ _____
138			Air Dusters – 10 oz, spray tube	\$ _____
139			Monitor Wipes – pre-moistened	\$ _____
140			Hand Sanitizer – pump	\$ _____
141			Disinfecting Wipes	\$ _____
142			Disinfecting Spray	\$ _____
143			Facial Tissue	\$ _____
144			Dishwashing Liquid	\$ _____
145			Laundry Detergent	\$ _____
146			Ruler – 12”	\$ _____
147			4 Pin Tumbler Lock – 1 ½” width	\$ _____
148			Fingertip Grips - small	\$ _____
149			Fingertip Grips - medium	\$ _____
150			Fingertip Moistener – 3/8 oz.	\$ _____

Item	Item #	Unit	Article and Description	Percentage Discount
151			Toner	_____ %
152			Colored Paper	_____ %

**Bidder's Name:** \_\_\_\_\_

**Bidder's Phone:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**Signature of Authorized Bidder's Agent:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**SANTA FE COUNTY  
PRICE AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the County of New Mexico, and \_\_\_\_\_, a corporation, LLC, sole-proprietor, authorized to do business in the State of New Mexico, County of Santa Fe (hereinafter referred to as "the Contractor").

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. DEFINITIONS**

**A. "County"** shall mean Santa Fe County.

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

**C. "Purchase Order"** shall mean a fully executed purchase document issued by the Santa Fe County Purchasing Department that specifies the items to be provided by the Contractor under the terms of the Price Agreement.

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

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

**2. GOODS TO BE PROVIDED**

**A. Good Listed on Attachment A.** The Department, through the County, may issue purchase orders of the items described herein. The item ordered must be listed on Attachment A to this Agreement. All orders issued hereunder must bear both an order number and the number of this Price Agreement.

**B. Quantities.** It is understood that this is an indefinite quantity price agreement, and the County may order any quantity of the items listed on Attachment A. No guarantee or warranty is made or implied, by either the County or the Department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items when ordered.

**C. Specifications.** Items furnished hereunder shall conform to the requirements of the specifications provided in the Information for Bidders, attached hereto as Attachment B. Purchase Orders issued pursuant to this Agreement must show the

applicable Price Agreement item(s), numbers(s), and price(s). Any items provided pursuant to this Price Agreement must meet or exceed the specifications.

**D. Shipping and Billing Instructions.**

1. The Contractor shall ship the items in accordance with the County's instructions. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number, and the commercial part number (if any) for each item. Unless otherwise designated by the County, the Contractor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence of the Department, the Contractor shall bear all risk of loss or damage until products have been accepted by the Department. Destination charges shall be included in the product price.

2. The Contractor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or delivery-by-messenger service). Such enhanced delivery charges shall be pre-paid by the Contractor and billed as a separate item at actual cost. The Contractor shall advise the Department of any enhanced delivery charges prior to the acceptance of the purchase order.

3. Whenever the Department does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.

4. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the Using Department.

5. Unless otherwise agreed upon by the Department, the Contractor shall be responsible for the pick-up of returned items.

6. Time is of the essence for purposes of this Agreement. All damages resulting from late delivery shall be the responsibility of the Contractor. In the event of failure of the Contractor to deliver in accordance with this requirement, the Contractor shall be liable to the County for liquidated damages in the amount of \$100.00 per order per each day the items are delivered late.

**E. Delivery Tickets.** The County's Purchase Order number and the Contractor's name, the Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The Departments count will be accepted by the Contractor as final and conclusive on each shipment that is not accompanied by a packing ticket.

**F. Price.** Prices listed in Attachment A for each item shall be the price for that item as adjusted as set forth below.

### **G. Periodic Price Adjustments.**

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

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

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

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

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

### **3. PAYMENT**

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

**A. Inspection.** Final inspection and acceptance of all items ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.

**B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Department and the Contractor, within thirty (30) days from the receipt of items, the using department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.

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

**D. Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, extended totals and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Department and not to the County's Central Purchasing Office.

**E. Payment of Invoices.** Upon written certification from the Department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made and mailed to the Contractor's designated mailing address.

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

#### **4. TERM**

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE PARTIES. The term of this Agreement shall be two (2) year(s). The County may, in its discretion, extend the term for an additional two years under the same terms and conditions of this Agreement.

## 5. DEFAULT

A. The failure of the Contractor to perform shall create a default pursuant to this Price Agreement. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement without cost to the County if the items fail to meet the requirements of this Price Agreement. The Contractor may be excused from performance under this Price Agreement if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not limited to, acts of God or the public enemy, acts of the County or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the subcontractor to meet the required delivery schedule.

B. The County may cancel all or any part of any resulting order without cost to the County if the Contractor fails to meet material provisions of the order; the Contractor shall be liable for any excess costs associated with such a default.

## 6. TERMINATION

A. **For Convenience.** This Price Agreement may be terminated by the County upon written notice to the Contractor thirty (30) days before the proposed date of termination. Notice of Termination of the Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

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

## 7. AMENDMENT

This Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING PURCHASE ORDERS issued by the County prior to the effective date of the amendment mutually agreed upon. Amendments affecting prices are not allowed.

## **8. STATUS OF CONTRACTOR**

The Contractor, and Contractor's agents and employees, are independent Contractors and are not employees of the County. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

## **9. ASSIGNMENT**

A. Neither this Price Agreement nor any orders placed under this Price Agreement, nor any interest therein, nor claim there under, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 9(B) below or as expressly authorized in writing by the County purchasing manager. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Price Agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.

## **10. NON-COLLUSION**

In signing this Agreement, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

## **11. INSPECTION OF PLANT**

The County Purchasing Manager may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Price Agreement.

## **12. COMMERCIAL WARRANTY**

The Contractor agrees that the items furnished under this Price Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such items, and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this order. Contractor agrees not to purport to disclaim warranties of fitness for a particular purpose or merchantability and fitness for a particular purpose.

### **13. CONDITION OF PROPOSED ITEMS**

All proposed items to be delivered under this Price Agreement are to be NEW and of most current production, unless otherwise specified.

### **14. RECORDS OF AUDIT**

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

### **15. APPROPRIATIONS**

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

### **16. RELEASE**

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials, officers, employees, agents and attorneys, from and against all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

### **17. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the Using Department.

### **18. PRODUCT OF SERVICE: COPYRIGHT**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an

application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Department at conclusion of the Agreement.

#### **19. CONFLICT OF INTEREST**

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

#### **20. APPROVAL OF CONTRACTOR REPRESENTATIVES**

The Department reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Department, serving the needs of the County adequately.

#### **21. SCOPE OF AGREEMENT, MERGER**

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

#### **22. NOTICE**

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

#### **23. EQUAL OPPORTUNITY COMPLIANCE**

The Contractor shall abide by all federal and county laws, rules and regulations, and all applicable executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the governor of the State of New Mexico, the Contractor agrees to assure that no person shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

## **24. INDEMNIFICATION**

The Contractor shall hold the County and its agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

## **25. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of New Mexico.

## **26. INCORPORATION BY REFERENCE AND PRECEDENCE**

This Agreement incorporates the Information For Bidders, Attachment B, including any written addenda, and the Contractor's bid, Attachment A. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Price Agreement in reverse chronological order; (2) the Price Agreement, including the scope of work; (3) the Information For Bidders including attachments thereto and addenda.

## **27. WORKER'S COMPENSATION**

The Contractor shall comply with State laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated.

## **28. INVALID TERM OR CONDITION/SEVERABILITY**

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

## **29. ENFORCEMENT OF AGREEMENT**

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

### **30. PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION**

A. The Contractor shall defend, at its own expense, the County from and against any claim that any item provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the Department based upon Contractor's trade secret infringement relating to any items provided under this Agreement, the Contractor agrees to reimburse the County for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the Department shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any item becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the County the right to continue using the item and fully indemnify the County against all claims that may arise out of the County's use of the item;

- ii. replace or modify the item so that it becomes non-infringing;

or,

- iii. accept the return of the item and refund an amount equal to the value of the returned item, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any item modified by the department to the extent such modification is the cause of the claim.

C. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

D. The agreement paragraph titled "patent, copyright, trademark, and trade secret indemnification" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this Agreement shall also survive termination of this Agreement

### **31. SURVIVAL**

Each party agrees to protect confidential information and information identified as sensitive, proprietary, patent, copyright and/or trade secret data of the other. This protection will survive completion and/or termination of this Agreement and each party agrees not disclose this data unless under an order by a court of appropriate jurisdiction or the information becomes public knowledge.

**32. NOTICES**

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:  
Santa Fe County Attorney's Office  
102 Grant Avenue  
Santa Fe, NM 87501

To Contractor:

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

THIS SPACE LEFT BLANK INTENTIONALLY

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

**SANTA FE COUNTY:**

\_\_\_\_\_  
Harry Montoya, Chairman  
Santa Fe Board of County Commissioners

**ATTEST:**

\_\_\_\_\_  
Valerie Espinoza  
Santa Fe 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:**

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(PRINT NAME AND TITLE)

**FEDERAL TAX I.D. NUMBER:** \_\_\_\_\_

**Harry B. Montoya**  
*Commissioner, District 1*

**Virginia Vigil**  
*Commissioner, District 2*

**Michael D. Anaya**  
*Commissioner, District 3*



**Kathleen Holian**  
*Commissioner, District 4*

**Elizabeth Stefanics**  
*Commissioner, District 5*

**Roman Abeyta**  
*County Manager*

August 10, 2010

**SANTA FE COUNTY**  
**OFFICE SUPPLIES**  
**IFB #2010-0323-ASD/TRV**

**ADDENDUM #2**

Dear Proponents,

The items below are clarifications/answers to the above mentioned proposal. It shall be the responsibility of interested Bidders to adhere to any changes or revisions to the RFP as identified in this Addendum No. 2. This documentation shall become permanent and made part of the departmental file.

- 
- Clarification 1: Please use attached updated Bid Sheet.
- Question 1: Item #151 requests pricing on toner cartridges; are we to bid on original manufactured cartridges (oem's) or on re-manufactured cartridges?
- Answer 1: The county is requesting a percentage discount on all toners; manufactured and re-manufactured. Please see (and use) attached updated Bid Sheet.
- Question 2: Item #152 requests pricing on colored copy paper; are pastels the colored copy paper you are looking for?
- Answer 2: All colors should be included.
- Question 3: Is there a place in the bid proposal for a catalog discount?
- Answer 3: No, due to a cost savings initiative the county departments will only be allowed to purchase items on this list.
- Question 4: In regards to item #53 – Should this be letter or legal size? Top tab or end tab?
- Answer 4: Top tab, letter size; please use attached updated Bid Sheet.
-

Please add this Addendum #2 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Bidders are reminded that any questions or need for clarification must be addressed to Tila Rendon-Varela, Senior Procurement Specialist at [trendon@co.santa-fe.nm.us](mailto:trendon@co.santa-fe.nm.us).

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

**IFB #2010-0323-ASD/TRV**

Please offer your best price, for each item as outline below. The Bidders shall complete the following bid sheet in full, for Bid No. 2010-0323-ASD/TRV, including signature at the bottom as stated. Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 10:00 am on the bid due date specified.

Item	Item #	Unit	Article and Description	Price
1			Black Pens – medium point	\$ _____
2			Blue Pens – medium point	\$ _____
3			Red Pens – medium point	\$ _____
4			Pencils – No.2	\$ _____
5			Mechanical Pencils 0.7 mm	\$ _____
6			Mechanical Pencils 0.5 mm	\$ _____
7			Permanent Marker – fine point, black	\$ _____
8			Dry Erase Markers – chisel tip, assorted	\$ _____
9			Highlighters – chisel tip, yellow	\$ _____
10			Highlighters – chisel tip, pink	\$ _____
11			Pencil Lead 0.7 mm	\$ _____
12			Pencil Lead 0.5 mm	\$ _____
13			Clic Eraser/Grip Eraser	\$ _____

14			Clic Eraser Refills	\$ _____
15			Paper Clips – small	\$ _____
16			Paper Clips – medium	\$ _____
17			Paper Clips - large	\$ _____
18			Paper Clips – assorted	\$ _____
19			Binder Clips – small, 3/4”	\$ _____
20			Binder Clips – medium, 1 1/4”	\$ _____
21			Binder Clips – large, 2”	\$ _____
22			Paper Fastener – Prong Base, 2 3/4 , 2” capacity	\$ _____
23			Paper Fastener – Compressor, 2 3/4 , 3 1/2 “ capacity	\$ _____
24			Two Piece Paper Fastener – Prong & Compressor, 2” capacity	\$ _____
25			Stapler	\$ _____
26			Staples – standard	\$ _____
27			Staple Remover – jaw style	\$ _____
28			Post Its – 3 x 3	\$ _____
29			Pop Up Post Its – 3 x 3	\$ _____
30			Post Its – 1 1/2 x 2	\$ _____
31			Post Its – 4 x 4, lined	\$ _____
32			Fax Transmittal Pads – preprinted, self stick	\$ _____
33			Color Coding Flags – 3/8 x 1 7/10, assorted	\$ _____

34			Sign Here Flags – 1 x 1 3/4	\$ _____
35			Inter-Office Envelopes – string/button, 10 x 13	\$ _____
36			Plain Envelopes – white, 4 1/8 x 9 1/2	\$ _____
37			Window Envelopes – white, #10, 4 1/8 x 9 1/2	\$ _____
38			Manila Envelopes – clasp, light brown, 8 3/4 x 11 1/2	\$ _____
39			Manila Envelopes – clasp, light brown, 9 x 12	\$ _____
40			Manila Envelopes – clasp, light brown, 10 x 13	\$ _____
41			Manila Envelopes – clasp, light brown, 10 x 15	\$ _____
42			Self-Seal Padded Mailer – 7 1/4 x 8	\$ _____
43			Self-Seal Padded Mailer – 8 1/2 x 12	\$ _____
44			Manila Folders – letter, 1/3 cut	\$ _____
45			Manila Folders – legal, 1/3 cut	\$ _____
46			Colored Folders – letter, 1/3 cut, all colors	\$ _____
47			Hanging Folders – letter, 1/5 tab	\$ _____
48			Hanging Folders – legal, 1/5 tab	\$ _____
49			Heavyweight Manila End Tab Folders w/Fasteners – 2” capacity, letter	\$ _____
50			Manila End Tab Folders – 3/4 expansion, letter	\$ _____
51			Manila End Tab File Pockets – 1 3/4 expansion, letter	\$ _____
52			Double Ply End Tab Expansion Folders w/Fasteners – 2” capacity, all colors	\$ _____
53			Top Tab Folders w/Embossed Fasteners – 1” capacity, all colors, letter	\$ _____

54			Top Tab Folders w/Fasteners – 2” capacity, 1/3 cut, 3/4 expansion, letter	\$ _____
55			Pressboard Classification Folder – 4 section, letter, 2” capacity, all colors	\$ _____
56			Pressboard Classification Folder – 6 section, letter 2” capacity, all colors	\$ _____
57			Pressboard Classification Folder – 8 section, letter, 3” capacity, all colors	\$ _____
58			Pressboard Classification Folder – 4 section, legal, 2” capacity, all colors	\$ _____
59			Pressboard Classification Folder – 6 section, legal, 2” capacity, all colors	\$ _____
60			Pressboard Classification Folder – 8 section, legal, 3” capacity, all colors	\$ _____
61			Pressboard Report Cover w/Reinforced Hinge – 2” capacity, 8 ½ x 11, all colors	\$ _____
62			Clear Front Report Cover w/Fasteners – 100 sheet capacity, holds 8 ½ x 11 size sheets	\$ _____
63			File Pocket – 5 1/4 expansion, letter	\$ _____
64			Colored File Pocket – 1 3/4 expansion, letter, all colors	\$ _____
65			Colored File Pocket – 2” expansion, letter, all colors	\$ _____
66			Index Expanding File – index A – Z, 21 pockets, 7/8” capacity, without flap, letter	\$ _____
67			Expanding Wallet – 5” capacity, elastic cord closure, legal	\$ _____
68			Twin Pocket Portfolios – holds up to 150 sheets, holds 11 x 8 1/2 sheets, all colors	\$ _____
69			1” Binder – D ring, view	\$ _____
70			2” Binder – D ring, view	\$ _____
71			3” Binder – D ring, view	\$ _____
72			4” Binder – D ring, view	\$ _____

73			5" Binder – D ring, view	\$ _____
74			Binder Insert Tabs – 8 tab	\$ _____
75			Binder Insert Tabs – numbered	\$ _____
76			Binder Insert Tabs – lettered	\$ _____
77			Binder Insert Tabs – a thru z	\$ _____
78			Translucent Dividers – clear label dividers, 5 tab per set	\$ _____
79			Sheet Protectors – top load, medium clear	\$ _____
80			CD-R Discs – 700 mb	\$ _____
81			CD-RW – 700 mb	\$ _____
82			DVD-R – 4.7 gb	\$ _____
83			DVD/CD Sleeves – envelopes w/clear window	\$ _____
84			Full Face CD Labels	\$ _____
85			CD Binder Pages – for use w/three ring binder (for CD storage)	\$ _____
86			DVD Labels	\$ _____
87			Scotch Tape – invisible tape, 3/4 x 1296, 1" core	\$ _____
88			Scotch Tape Dispenser – 1" core, up to 3/4 tape width	\$ _____
89			Packaging Tape – 2 x 110 yds. w/3" core	\$ _____
90			Calculator Tape – 2 1/4 x 150 ft.	\$ _____
91			Notebook – 6 x 9 gregg rule	\$ _____
92			Legal Note Pads – white, 5 x 8	\$ _____

93			Legal Note Pads – white, 8 ½ x 11	\$ _____
94			Notebook – 5 x 7, college ruled	\$ _____
95			Memo Book – 3 x 5, top wire bound, narrow ruled	\$ _____
96			Phone Message Pad – 4 1/4 x 5 1/2	\$ _____
97			Wirebound Message Books – black print carbonless duplicates w/stop card to prevent write through, 2 ¾ x 5	\$ _____
98			Money/Rent Receipt Books – Carbonless, 3 part, 7 5/8 x 11	\$ _____
99			Liquid Paper – white	\$ _____
100			Correction Tape – sideways application	\$ _____
101			Address Labels – white, inkjet/laser printer, 1 x 2 5/8	\$ _____
102			Mailing Labels – white, inkjet/laser printer, 1/2 x 1 3/4	\$ _____
103			File Folder Labels – 1/3 cut, white, 3 7/16 x 2/3	\$ _____
104			File Folder Labels – 1/3 cut, assorted colors, 3 7/16 x 2/3	\$ _____
105			Shipping Labels – 8 1/2 x 11	\$ _____
106			Self Stick Plastic Index Tabs – side mount, heavy duty, write on	\$ _____
107			Numerical End Tab File Folder Labels – single digit label, colored numeral, white background, 0 - 9	\$ _____
108			Exhibit Labels - Yellow	\$ _____
109			Business Cards – 2 x 3 1/2, white, inkjet printer	\$ _____
110			Push Pins – 3/8, assorted	\$ _____
111			Badge Straps w/Clips – clear	\$ _____
112			Diploma Cover – 12 x 10	\$ _____

113			Rubber Bands – assorted sizes	\$ _____
114			Rubber Bands – 3 1/2 x 1/8 x 1/32	\$ _____
115			Rubber Bands – 7 x 1/8 x 1/16	\$ _____
116			Flip Chart – 27 x 34 - unruled	\$ _____
117			Flip Chart Markers – bullet tip, assorted	\$ _____
118			Laminating Sheets/Pouches - letter	\$ _____
119			Laminating Pouches – clear, 5 mils, 2 15/16 x 4 1/8	\$ _____
120			Photo Paper – luster, 8 1/2 x 11	\$ _____
121			Desktop Copyholder – paper holder/line guide	\$ _____
122			Scissors – 8 inch	\$ _____
123			Glue Stics – clear, 1.27 oz.	\$ _____
124			Batteries - AAA	\$ _____
125			Batteries - AA	\$ _____
126			Batteries – C	\$ _____
127			Batteries – D	\$ _____
128			Batteries – 9 Volt	\$ _____
129			Flash Drives – 4 gb	\$ _____
130			Daily Desk Calendar Refill – 12 month, loose leaf/two hole, 3 1/2 x 6	\$ _____
131			Monthly Desk/Wall Calendar – 12 month, 22 x 17	\$ _____
132			Planner Refill – one page per day, 7 ring, 5 1/2 x 8 1/2	\$ _____

133			Planner Refill – one page per day, 7 ring, 8 ½ x 11	\$ _____
134			Lined Note Pads for Organizer – 7 ring, 5 ½ x 8 ½	\$ _____
135			Lined Note Pads for Organizer – 7 ring, 8 ½ x 11	\$ _____
136			Weekly/Monthly Planner – 12 month, 2 pages per week, 6 7/8 x 8 ¾	\$ _____
137			Weekly/Monthly Planner – 12 month, 2 pages per week, 8 ¼ x 10 7/8	\$ _____
138			Air Dusters – 10 oz, spray tube	\$ _____
139			Monitor Wipes – pre-moistened	\$ _____
140			Hand Sanitizer – pump	\$ _____
141			Disinfecting Wipes	\$ _____
142			Disinfecting Spray	\$ _____
143			Facial Tissue	\$ _____
144			Dishwashing Liquid	\$ _____
145			Laundry Detergent	\$ _____
146			Ruler – 12”	\$ _____
147			4 Pin Tumbler Lock – 1 ½” width	\$ _____
148			Fingertip Grips - small	\$ _____
149			Fingertip Grips - medium	\$ _____
150			Fingertip Moistener – 3/8 oz.	\$ _____

Item	Item #	Unit	Article and Description	Percentage Discount
151			Toner - Manufactured	_____ %
151 A			Toner - Re-manufactured	_____ %
152			Colored Paper	_____ %

**Bidder's Name:** \_\_\_\_\_

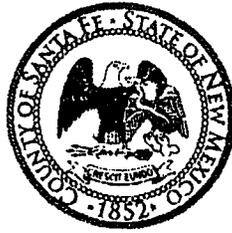
**Bidder's Phone:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**Signature of Authorized Bidder's Agent:** \_\_\_\_\_

**Harry B. Montoya**  
*Commissioner, District 1*

**Virginia Vigil**  
*Commissioner, District 2*

**Michael D. Anaya**  
*Commissioner, District 3*



**Kathleen Holian**  
*Commissioner, District 4*

**Elizabeth Stefanics**  
*Commissioner, District 5*

**Roman Abeyta**  
*County Manager*

August 5, 2010

**SANTA FE COUNTY**  
**OFFICE SUPPLIES**  
**IFB #2010-0323-ASD/TRV**

**ADDENDUM #1**

Dear Proponents,

The items below are clarifications/answers to the above mentioned proposal. It shall be the responsibility of interested Bidders to adhere to any changes or revisions to the RFP as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental file.

- 
- Clarification 1: No extension to the Bid Due date will be granted.
- Question 1: Do you have an annualized usage report that you can share as an addendum to this RFP? Can you include specific item numbers so all RFP comparisons could be much more precise and accurate?
- Answer 1: No and No. Due to budget constraints we are looking for best obtainable price for office supplies.
- Question 2: How many employees both full and part-time does the county have at this time?
- Answer 2: Approximately 830 full time employees and 22 part time employees.
- Questions 3: What is the approximate value of this award annually?
- Answer 3: Undeterminable due to on-going budget issues.
- 

Please add this Addendum #1 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Bidders are reminded that any questions or need for clarification must be addressed to Tila Rendon-Varela, Senior Procurement Specialist at [trendon@co.santa-fe.nm.us](mailto:trendon@co.santa-fe.nm.us).

**Harry B. Montoya**  
*Commissioner, District 1*

**Virginia Vigil**  
*Commissioner, District 2*

**Michael D. Anaya**  
*Commissioner, District 3*



**Kathleen Holian**  
*Commissioner, District 4*

**Elizabeth Stefanics**  
*Commissioner, District 5*

**Roman Abeyta**  
*County Manager*

August 10, 2010

**SANTA FE COUNTY**  
**OFFICE SUPPLIES**  
**IFB #2010-0323-ASD/TRV**

**ADDENDUM #2**

Dear Proponents,

The items below are clarifications/answers to the above mentioned proposal. It shall be the responsibility of interested Bidders to adhere to any changes or revisions to the RFP as identified in this Addendum No. 2. This documentation shall become permanent and made part of the departmental file.

- 
- Clarification 1: Please use attached updated Bid Sheet.
- Question 1: Item #151 requests pricing on toner cartridges; are we to bid on original manufactured cartridges (oem's) or on re-manufactured cartridges?
- Answer 1: The county is requesting a percentage discount on all toners; manufactured and re-manufactured. Please see (and use) attached updated Bid Sheet.
- Question 2: Item #152 requests pricing on colored copy paper; are pastels the colored copy paper you are looking for?
- Answer 2: All colors should be included.
- Question 3: Is there a place in the bid proposal for a catalog discount?
- Answer 3: No, due to a cost savings initiative the county departments will only be allowed to purchase items on this list.
- Question 4: In regards to item #53 – Should this be letter or legal size? Top tab or end tab?
- Answer 4: Top tab, letter size; please use attached updated Bid Sheet.
-

Please add this Addendum #2 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Bidders are reminded that any questions or need for clarification must be addressed to Tila Rendon-Varela, Senior Procurement Specialist at [trendon@co.santa-fe.nm.us](mailto:trendon@co.santa-fe.nm.us).