



**REQUEST FOR PROPOSAL
RFP 2009-003**

ADDENDUM NO. 3

To: Prospective Bidders

From: John N. Tortelli
Cooperative Educational Services

Date: August 21, 2008

CES has received the following questions regarding RFP 2009-003 by mail or e-mail. Please accept the following as responses to the questions submitted.

Submitted by: Kristin Haws
Educators Outlet, Inc

Question 1:

On page 70 letter B it states that “unless the Colorado option is accepted”. What is the Colorado option mean?

Background:

Section III: Conditions Leading To and Including Contract Award, B. Proposal Submission on page 70.

B. PROPOSAL SUBMISSION

Sealed proposals will be received until 1:30 p.m. local time, on Friday, August 29, 2008, either hand delivered to the agency office, 4216 Balloon Park Road NE, or mailed; documentation will be included and submitted in a binder unless the Colorado option is accepted and then one (1) additional original proposal must be included for each state selected.

CES Response:

Please delete the following reference to Colorado option – “unless the Colorado option is accepted and then one (1) additional original proposal must be included for each state selected.”

Submitted by: Randy Hermann
The HON Company

Question 2:

Contract Type, pg 17: Is the CPI used for 'discount off list', or does it apply to the 'cost-plus-percentage-of-cost' scenario only.

Background:

Section I. Instructions to Offerors, F. Listing of General Terms and Conditions on page 17

Contract Type: Indefinite quantity with:

1. Fixed discount off retail or off published education/catalog price list; or
2. Fixed price with economic adjustment (Offeror must identify in writing in this RFP any contingencies prior to approval).

Note: A cost-plus-a-percentage-of-cost contract is prohibited. Request for a price adjustment must be submitted thirty (30) days prior to the yearly anniversary date of the contract (first two years) and prior to the annual renewal date (remaining years). Justification for any adjustment shall be in writing, and be accompanied by appropriate documentation. Any escalation that exceeds the Consumer Price Index (CPI) per contract year may be rejected unless insuperable market forces can be fully documented.

CES Response:

A cost-plus-a-percentage-of-cost contract is prohibited. If a CPI is used for a discount, the Offeror must identify in writing how the discount will be calculated and place the information in Tab 6 of their proposal.

Question 3:

Delivery, pg 18: Delivery is desired to be within 30 days. If we take exception, will it be detrimental? All our products are made-to-order. 30 days may be feasible for some items, and not feasible for others, depending upon demand and seasonality.

Background:

Section I. Instructions to Offerors, F. Listing of General Terms and Conditions on page 18.

Delivery: Delivery is desired to be made within thirty (30) days of receipt of the purchase order. Contractor agrees to notify CES if an order cannot be processed and delivered within the 30-day period. The school placing the order will then have the option of canceling the purchase order. Ownership of goods occurs only upon receipt of delivery in good condition.

Section I. Instructions to Offerors, F. Listing of General Terms and Conditions on page 32.

Year-End Procurement: For purchase orders (PO) issued to a Contractor, goods must be delivered and services must be completed five (5) days prior to the end of the school's fiscal year (June 30th). CES must receive all invoices dated for the prior school year by the 10th of July. The Member can cancel purchase orders not completed by June 25th. The Member can issue revised purchase orders dated after July 1st for any goods not delivered or services not completed by June 25th.

CES Response:

CES understands that in a made to order environment not all items can be delivered with in 30 days. The Offeror will need to provide delivery information to the CES Member before the Member issues a purchase order to CES. The Member will have the option if the Offeror changes the delivery date after the order is placed to accept the new delivery date or cancel the order.

In the case of Year-End Procurement a Member can cancel any purchase order that will not delivered by June 25th of the current fiscal year.

Question 4:

Licenses, pg 21: As an out-of-state manufacturer, can you clarify the licenses needed in our submittal? Would it be responsive to include our subcontractor's licenses?

Background:

Section I. Instructions to Offerors, F. Listing of General Terms and Conditions on page 21.

Licenses: The Contractor will maintain in current status all federal, state and local licenses, bonds and permits required for the performance of the contract. Any Offeror using subcontractors must hold a current general contractor's license, as required by law. Copies of licenses will be submitted by the Contractor with the response to the RFP. The Contractor agrees to keep any required license or bond current, and in compliance with the New Mexico rules and regulations.

CES Response:

Any final installation drawings to include but not limited to placement of furniture, equipment, electrical and data locations that will be used for obtaining a building permit or installation must be stamped by Architect or Professional Engineer licensed to do work in the State of New Mexico. Installation is to be performed by a trained installer with the appropriate New Mexico Contractor license. Proof of contractor license is to be submitted with Offerors proposal and placed behind Tab 5.

Question 5:

Multiple Awards, pg 22: Do you anticipate multiple awards by region? For instance, Contractor X can cover all regions for Brand Z except Region 7. As a result, Contractor X is awarded Brand Z for Regions 1-6 and Contractor Y is awarded Brand Z for Region 7.

CES Response:

In the case of multiple awards, the CES Evaluation Committee has the option to make multiple awards by Category and Category by Region.

By completing Form A on pages 73 and 74, the Offeror is selecting which Categories and Regions which they are responding too. An Offeror can response to as little as one region and as many as seven regions. CES and the Evaluation Committee recognize that not every Offeror can provide goods and services to all regions and will take that fact into consideration in the evaluation process and when making a recommendation to award a Category and a Region to an Offeror(s).

Question 6:

Ordering Process, pg 24: CES may combine orders. Will the combined orders being shipped to the same destination? Combining orders to reach higher discount tiers is smart; however it is not feasible to the Contractor if these orders have multiple ship-to locations.

Background:

Section I. Instructions to Offerors, F. Listing of General Terms and Conditions on page 24.

Ordering Process: When online purchasing is not selected by the Member, all orders accepted by the Contractor must be issued by CES. CES Members will submit signed purchase orders to CES. CES will then issue a purchase order to the Contractor. When necessary, one or more orders may be combined. The Contractor must agree never to accept a purchase order based on this contract, unless the purchase order is issued by CES, unless an online agreement has been approved in writing by CES.

CES Response:

CES may combine orders by School District and may designate different ship to locations within the School District. CES will not combine different Schools District on any given purchase order.

By dating, signing, and returning this page, the Offeror acknowledges receipt of Addendum No.3
(Please place behind Tab 1 of your response).

Date: _____ Company Name (Print): _____

Printed Name: _____ Signature: _____