

**COOPERATIVE EDUCATIONAL SERVICES  
(CES)  
4216 Balloon Park Road NE • Albuquerque, New Mexico 87109-5801  
Phone (505) 344-5470 • Fax (505) 344-9343**

**REQUEST FOR PROPOSALS  
(RFP)**

**RFP Issue Date** **Monday, July 30, 2007**

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RFP Number: RFP 2008-002  
RFP Issue Date: Monday, July 30, 2007  
RFP Commodity Titles:  
600 Mailing Equipment

**RFP Due Date** **Friday, August 31, 2007**

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Day / Date: Friday, August 31, 2007  
Time: 1:30 p.m. local time  
Location / Mail Address: Cooperative Educational Services  
4216 Balloon Park Road NE  
Albuquerque, NM 87109-5801  
Directions: In Albuquerque, take I-25 North. Take Exit 229, Jefferson,  
and proceed 4/10<sup>ths</sup> of a mile west. Turn left on Balloon  
Park Road NE. The CES office is in the third building on  
the left. The front office personnel will receive and sign in  
the proposals.

## **RFP Contents Overview**

- I. Instructions to Offerors
- II. Scope of Work and Specifications
- III. Conditions Leading To and Including Contract Award
- IV. Proposal Forms

Note: The RFP has been divided into four (4) sections:

- Section I Outlines the RFP; indicates how to prepare a response; and states the General Terms and Conditions.
- Section II Lists the various commodity titles and, for each, states the Categorical Scope of Work, Categorical Definitions, Categorical Terms and Conditions, Categorical Specifications, Required Categorical Responses, Categorical Price and Cost Submittal and Cost Evaluation Information.
- Section III Indicates how the proposals will be evaluated and how the awards will be made.
- Section IV Incorporates the forms used in the proposal response.

**Legal Advertisement**

**ADVERTISEMENT FOR BID**

Cooperative Educational Services, 4216 Balloon Park Road NE, Albuquerque, NM 87109, will receive sealed bids until Friday, August 31, 2007, at 1:30 p.m. local time for Mailing Equipment.

All bids must be submitted in a sealed envelope marked "SEALED BID – RFP 2008-002" on the front of the envelope. A list of qualifications and specifications, instructions to bidders and bid forms can be obtained upon request by fax (505-344-9343), mail, e-mail (bids@nmedu.org) or by telephone (505-344-5470) from 8:30 a.m. to 4:30 p.m., Monday-Friday, except holidays.

Cooperative Educational Services reserves the express right to accept or reject any or all bids.

/s/ Max Luft,  
Executive Director

**PUBLISH:** Sunday, July 29, 2007  
Sunday, August 5, 2007

**COOPERATIVE EDUCATIONAL SERVICES  
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## SECTION I INSTRUCTIONS TO OFFERORS

### A. INTRODUCTION

Parties to the Joint Powers Agreement to Establish an Educational Cooperative through its administering agency, Cooperative Educational Services (CES), invite experienced contractors to submit proposals in accordance with the outlines and specifications contained herein. Proposals are requested from qualified respondents to provide products and services for Cooperative Educational Services. Selection for award will go to the responsive offeror whose proposal is most advantageous to CES. The method by which the offeror or offerors will be selected is detailed further in the evaluation section.

### B. EXAMINATION OF DOCUMENTS

Offeror will carefully examine the Request for Proposals, which includes Instructions to Offerors, Scope of Work and Specifications, Conditions Leading To and Including Contract Award and Proposal Forms.

### C. QUESTIONS

Submit all questions about the Request for Proposals (RFP) in writing to Cooperative Educational Services, Max Luft, Executive Director. Replies will be made via the website ([www.nmedu.org/ces/jobrfp/rfprfb\\_lst.asp](http://www.nmedu.org/ces/jobrfp/rfprfb_lst.asp)) as addenda and will become part of the proposal documents. Those not having access to the Internet can call CES, either to determine if addenda have been issued, or to request of CES by phone or fax that copies of the addenda be mailed. Questions received less than seven (7) days prior to proposal due date will not be answered.

### D. PROPOSAL SUBMISSION

#### 1. Preparation of the Proposal

- a. Proposals will be submitted on either unaltered proposal forms furnished by CES or a reasonable facsimile thereof. Electronic mailgrams or facsimile machine offers will not be considered.
- b. The Offer, Acceptance of Offer and Contract Award document must be submitted with original ink signature by the person authorized to sign the same. If a company or corporation submits the proposal, an official or duly authorized agent will sign the proposal. Powers of Attorney, which authorize agents or others to sign proposal, must be properly certified by resolution of the board of directors, attested to by the secretary of the corporation, and attached to the proposal. Mistakes can be corrected prior to opening but must be initialed by the person signing the proposal. Corrections and modifications received after the opening time will not be accepted.
- c. In case of an error in extension of prices in the offer, unit prices will govern.
- d. Periods of time stated as a number of days will be in calendar days, not business days.
- e. It is the responsibility of all offerors to examine the entire RFP package and seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due time and date.
- f. The offeror's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the offeror's ability to follow instructions, should they receive an award as a result of this solicitation. Any contract between CES and a contractor requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered to be

an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of CES evaluators is implicit in this process.

## 2. Format of the Proposal

- a. One (1) original of the proposal will be submitted on the forms and in the format contained in the RFP. If you choose to extend your offer to schools in Colorado (see Section III H.), include an additional original proposal with original signatures. The proposal must contain all descriptive literature, specifications, samples, etc. All proposals will be submitted in three-ring binders.
- b. The forms as contained in and format as requested in the RFP will be used. Offerors can reproduce the forms and retype the information, but all of the required information must be presented in the order requested. All proposals must be completed in ink, on a computer or typewritten. Forms can be filled in by hand, but must be printed.
- c. In preparing a proposal, an offeror must present a point-by-point response to each relevant term, special consideration or specification. A response that says "See Appendix," "Acknowledged," or "Understood" is not acceptable and may be sufficient to render the proposal as non-responsive. Usually, on a term or condition, either the word "Accept" is appropriate or the word "Exception" with a clarification. Should the offeror take any "exceptions" to this RFP, a summary of those items must be included in the response to be considered valid. Exceptions can be accepted, negotiated or rejected by CES.

## 3. Contents of the Proposal

**In order to ensure that every proposal receives a fair evaluation, it is required that each offeror organize its proposal in the following manner:**

Step One: Obtain a three-ring binder and a set of 10 index dividers.

Step Two: Prepare your Table of Contents with the tabs in this order:

Tab 1: The Offer

- Signed Acceptance of Offer (page 29) **Form A**
- The RFP Affidavit, notarized signature required (page 30) **Form B**
- The signed Offeror's Declaration of Geographical Regions (page 50) **Form D**

Tab 2: Introduction

- Executive Summary (a one-page description of what you are proposing on this contract)

Tab 3: General Terms and Conditions

- Terms and Conditions (copy of each page in order)
- Acceptance of Terms and Conditions (first line must be signed RFP page 50) **Form E**
- Listing of any exceptions

Tab 4: Contractor Qualifications

- Answers to Questions a-j (pages 8 – 10)

- Tab 5: Category Terms and Conditions
  - Categorical Terms and Conditions (copy pages in order)
  - Acceptance of Categorical Terms and Conditions (third line must be signed RFP page 50) **Form E**
  - Listing of any exceptions
- Tab 6: Cost Quotation
  - Prices for Mailing Equipment (pages 32 – 49) **Form C**
  - Additional price information, price sheets from RFP
- Tab 7: Required Forms
  - Questionnaire for Offeror (page 52) **Form F**
  - Support and Maintenance Plans (page 54) **Form G**
  - Offeror’s Support for CES Prices (page 55) **Form H**
  - Manufacturers Representative Form (page 56) **Form I**
- Tab 8: Additional Information
  - Additional information that you wish to include
  - Additional support pages requested in each category section of the RFP
- Tab 9: Submission Check-Off Form
  - Make certain everything is included, and then sign form (page 52) **Form L**
- Tab 10: Literature, slicks, samples and supporting printed material

Step Three: Go to the last page of this RFP and prepare the Submission Check-Off Form. Sign it and place it after Tab 9. Send your proposal to CES so that it arrives on or before Friday, August 31, 2007, at 1:30 p.m. local time.

**Proposals must be submitted in a sealed envelope/package with the proposal number, date and time of proposal opening clearly marked on the outside.**

Step Four: Before you seal your proposal, ask yourself this question, “Did I really give my best prices to CES?” Be sure the Offer is signed and that all forms are enclosed. After verifying this has been done, make a copy of the proposal for yourself. Submit your proposal to CES.

#### 4. Offeror Qualifications

All proposals must contain answers or responses to the 10 items listed below. Any offeror failing to answer these questions completely may be considered non-responsive. Please arrange your responses by placing them after Tab 4. One essential part of the evaluation process is for the evaluators to have information about the company being evaluated. For the evaluators to know if the proposal being read is within the capability of the offeror, factual information about the offeror is vital. After the evaluation process is finished and a contract is awarded, the information may be provided to the CES members considering the purchase. This is your opportunity to present your company to those interested evaluators and, if awarded, member staff of our members.

- a. Write a brief history of your company that includes its philosophy of doing business. Generally, CES will not accept an offer from a business less than three (3) years old

- or which has failed to establish a proven record of business. If the offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification. CES reserves the right to accept or reject newly formed companies solely based on information provided in this response and from its own investigation of the company. Since any contract awarded by CES is a recommendation to members to do business with the contractor, organizations with little or no demonstrated ability to perform may be placing members at risk.
- b. Indicate where the headquarters of the company are located. Provide address, city, and state, and if there are branch offices in New Mexico, please also supply those. Note how long your company has provided these services/products in New Mexico. If you are offering after-sales services to CES members, state the qualifications of your service staff. Provide the name, title, qualifications and experience of the key people who will support this contract. Describe your service facilities in terms of square feet, service equipment, number of technicians, inventory in stock and service response time.
  - c. Almost every business has professional organizations and associations that provide standards and/or produce evaluations/comparisons for sales use and for other competitive purposes. If any of the products/services you are offering have received an evaluation by any of these groups, and they have issued a report of their findings or any awards or nominations for excellence, provide or cite that documentation. If the products you offer in this contract meet or exceed industry standards, please submit copies of the reports and a written narrative describing the standards and/or awards your products/services or company has received. Also, place copies of articles, sales slicks, catalogs, news clippings or news bulletins that describe these awards and standards after Tab 10.
  - d. Contractors for products and services offered on this contract must be factory authorized dealers, distributors or agents with the ability to offer products and services in New Mexico. Include written evidence of factory authorization, either by letter from the manufacturer stating the terms, conditions and authority to speak for it, or by a copy of your franchise/contractual agreement. If you are a manufacturer, describe who, from where, if or how, you will provide and support your dealer network with this contract, or if you will sell directly to CES.
  - e. A major problem often facing companies awarded a CES contract is rapid growth followed by cash flow difficulties. For purposes of evaluation, attach a letter from your financial institution that indicates the line of credit available to you. This letter does not need to identify a dollar amount. Instead, a credit range should be indicated. (For example, "credit in the low six figures" or "a credit line exceeding five figures.") Indicate if you will assign payments to financial institutions. Please name any financial institutions that you may use for assignments or for factoring. If you enter into any assignment agreements, will you sign a notarized power of attorney that grants the company receiving the assignment the right to endorse payments from CES? Please attach a sample assignment or factoring agreement with your proposal if you intend to use these financial services. The fact that a company uses these services will not reflect on the credit stature of the CES contractor. Since CES requires a 45 day term rather than the more traditional 30 days, such payment arrangements may be necessary.
  - f. Describe your company's policies and procedures in regards to complying with the New Mexico State mandated security and background checks for individuals working

- and providing services within public school buildings. Please provide a sample of the type of background check that you are willing to perform for these purposes.
- g. Unfortunately, the United States of America is now a very litigious society. Provide with this RFP a certificate of verification of insurance listing minimum and maximum coverage for liability, vehicle and property damage. CES is not asking you to acquire additional or special insurance for this contract. CES needs proof that you are insured. Before any work can commence, you must provide a certificate that names CES as a certificate holder. Normally, this is a free service provided by an insurance company.
  - h. CES is the administrative agency of the Joint Powers Agreement to Establish an Educational Cooperative. Its members are the public educational institutions in New Mexico. Our sole purpose is to support these institutions in their day-to-day procurement. Describe in writing your ability, willingness and means to sell, deliver and provide support to the educational agencies in New Mexico. No offeror will be denied a contract simply because sales are limited to New Mexico. However, CES will not enter into a contract with a contractor who has an existing contract that would be more advantageous than a CES contract to sell/provide goods and services to New Mexico agencies. Do you currently have or plan to have such state contracts, that is, SPD with the State Procurement Division? If so, why do you wish to secure a CES contract, and how would the CES contract be more advantageous in pricing or other services over other cooperative contracts?
  - i. It has been CES' experience that a gap exists between the management (those who respond to RFP's) and sales staff (those who contact the schools and political subdivisions) which results in problems. Will your sales staff sell a product or service to a CES member that it knows will not meet the member's needs? What training does your sales staff have, that gives you confidence in their ability to serve the needs identified in RFP 2008-002? Name your key sales people who will be assigned this contract and provide a brief description of each person's qualifications that includes title, work experience, educational background and related skills.
  - j. Although CES is not required to base an award strictly on the lowest price, any time one contractor charges more than another for a product or service, justification is needed. Every CES contract must be for the public good, not for the benefit of a contractor. Having said that, however, CES is totally committed to two basics in the American way of business: profit and competition. Please provide, in writing, reasons why your products and goods are worth the prices or fees you are charging. List any "added value" received by the customer when purchasing through you rather than a competitor, and report whether your major benefit is price alone.

#### E. LISTING OF GENERAL TERMS AND CONDITIONS

**For the purposes of this REQUEST FOR PROPOSALS, the following terms shall be defined as indicated below.**

**Acceptance of Delivered Services:** CES will be the sole determining judge of whether materials and services delivered under the contract satisfy the requirements as identified in the contract order.

**Amendment of Offer:** An offer can be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the response to this RFP.

**Announcement of Successful Offeror:** Selection will be made via written communication to successful offeror.

**Applicable Law:** This contract will be governed by the laws of the state of New Mexico, both as to interpretation and performance. Suits pertaining to this contract can be brought only in courts in the state of New Mexico. Offerors doing business with CES must be in compliance with the Federal Civil Rights Acts of 1964 and Title VII of that Act, Rev. 1979. All work under this contract will be done in strict accordance with the most recent edition of any relevant regulation, standard, document or code that relates to these laws. Where conflict among the requirements or with these specifications exists, the most stringent requirement will be used.

**Arbitration:** This contract is subject to arbitration to the extent required by the New Mexico Procurement Code.

**Assignment:** No right or interest in this contract will be assigned or transferred by the contractor without prior written permission by CES, and no delegation of any duty of the contractor will be made without prior written permission by CES. CES will not unreasonably withhold approval and will notify the contractor within 15 days of receipt of written notice by the contractor.

**Best and Final Offer:** After initial receipt of proposals, CES reserves the right to conduct discussions with responsible offerors who submit responsive proposals.

**Billing:** All invoices will be from the contractor to CES and will list the purchase order number issued by CES.

**Bribes, Gratuities and Kickbacks:** Sections 13-1-191 and 13-1-198 Procurement Code, NMSA, 1978 prohibits bribes, gratuities and kickbacks, and provides for criminal prosecution for the violation thereof.

Upon receipt of a written Notice of Concern, the offeror will have 10 days to provide a satisfactory response in writing to CES. Failure on the part of the contractor to satisfactorily respond can result in CES canceling the contract.

**Captions, Headings, and Illustrations:** The captions, headings and subheadings in this RFP are for convenience, enjoyment, and ease of perusal only and in no way define, limit or describe the scope or intent of the request.

**Certification:** By signature in the offer section of the offer page, the contractor certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The contractor will not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246).

3. The contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
4. The contractor agrees to promote and offer to members of CES only those materials, and/or services allowed under resultant contract(s) as CES contract items.

**Christian Doctrine:** Any clause required by rule or regulation to be included in this contract will be read as if in this contract, whether or not physically included.

**Clarification:** As used in the RFP, clarification means communication with a contractor for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry by CES, or as initiated by the contractor. Unlike “Discussion” (see below), clarification does not give the offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

**Competitive Range:** Since CES often receives many proposals for one solicitation, it may be necessary to establish, as part of the evaluation process, a competitive range of acceptable proposals for the purpose of further discussions. Proposals not in the competitive range are unacceptable and not considered further.

**Competitive Sealed Proposals:** As required, solicitations shall be through a competitive, sealed, qualification-based Request for Proposals method of procurement.

**Confidential Information:** If an offeror believes that any part of its proposal should be withheld from public inspection, a statement advising CES of this fact will accompany the submission. The CES Executive Director will review the statement and will determine in writing whether the information will be withheld. If the Executive Director determines that the information should be disclosed, the offeror will be informed in writing of such determination, and should the offeror object in writing within five (5) days after notification thereof, no disclosure will be made and the proposal may be rejected.

**Contract:** A written agreement for the procurement of items of tangible personal property or services.

**Contractor:** Offeror who has been awarded contract for delivery of material goods or completion of services in response to this document

**Contractor Invoice:** Contractor will invoice CES after delivery of goods and/or services.

**Contractor Payment:** CES will issue payment to contractor after receipt of contractor’s invoice and contractor’s invoice has been verified and approved for payment.

**Cost of Proposal Preparation:** CES will not reimburse the cost of developing, presenting or providing any response to this solicitation.

**Disclosure:** Offerors submitting proposals will disclose any and all owners, contractors or employees who are active employees of CES or are immediate relatives of an employee of CES.

**Discussions:** Discussions occur when oral or written communications between CES and the offeror are conducted for the purpose of minor clarifications involving information essential for determining the acceptability of a proposal or that provides the offeror an opportunity to revise or modify its proposal. CES will not help an offeror bring its proposal up to the level of other proposals through discussions. CES will not disclose technical information pertaining to a competing proposal. CES will neither indicate to an offeror a cost nor price that it must meet to obtain further consideration, nor will it provide any information about other offerors' proposals or prices. CES is willing to discuss with an offeror, having a proposal in the competitive range, any weaknesses, excesses, or deficiencies in its proposal.

**Exculpatory Provisions:** All parties to this contract agree to save harmless one another from simple negligence.

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to, the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-intervention-acts or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

**Indemnification:** Contractor shall indemnify, defend and save harmless CES for any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by CES on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, profession error, fault, mistake, or negligence of contractor, its employees, agents, representative, or subcontractor, their employees, agents, or representative in connection with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of contractor, and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this section will not extend to any liability caused by the sole negligence of CES or its employees.

**Inquiries:** Any question related to the RFP will be directed to CES. Submit all questions about the RFP in writing to Cooperative Educational Services, Max Luft, Executive Director.

Replies will be made to all who have received this RFP, as addenda, and will become part of the proposal documents. CES may require any and all questions to be submitted in writing. Any inquiries related to this RFP should not have the solicitation number on the envelope, since it might then be confused with a sealed proposal response and not be opened until the due time and date. Inquiries may be faxed or sent by email to [mluft@nmedu.org](mailto:mluft@nmedu.org).

**Late Offers:** Late offers will not be considered and will be returned, upon request, unopened.

**Legal Remedies:** All claims and controversies will be subject to the New Mexico Procurement Code.

**Member:** Any public educational institution within the state of New Mexico that has, by their board resolution, resolved to become a party of the Joint Powers Agreement and has been approved for membership by CES' Board of Directors and the New Mexico Department of Finance and Administration.

**Money:** All transactions are payable in U.S. currency only.

**Multi-Term Contract:** A contract having a term longer than one (1) year.

**Negotiations:** Where there is not competition that would result in a better contract, negotiation may be conducted until a detail agreement is reached.

**Non-Responsive Offer:** Any offer that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation is considered non-responsive.

**Notation:** If the original contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. CES reserves the right to accept or object to the new party with the original contractor being obligated if the new party fails to perform. A simple change of name agreement will not change the contractual obligations of the contractor.

**Notice:** Notices under this contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, properly addressed to the respective parties as specified herein or at such other address as may be specified by either party from time to time.

**Offer Acceptance Period:** In order to allow opportunity to evaluate the proposals offered, CES requires that an offer in response to this solicitation be valid and irrevocable for 90 days after opening time and date.

**Parol Evidence:** This contract represents the final written expression of agreement. All agreements are contained herein, and no other agreements or representations that materially alter it are acceptable.

**Prime Contractor:** For the purpose of this solicitation, a contractor will be considered a prime contractor and not a subcontractor. Any contractor paid directly by the buyer is a

prime contractor; a subcontractor is paid by another contractor. Prime contractors using subcontractors are responsible for all actions of their subcontractors.

**Progress Payments:** CES will permit its members to make progress payments on purchased services in accordance with the state procurement code.

**Project Director:** The contractor will assign a project director to coordinate operational activities with the Executive Director of CES and shall make mutually agreeable periodic reports to the Executive Director.

**Protests:** Protests will be filed and resolved in accordance with the State of New Mexico Procurement Code. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the District Court in and for the County of Bernalillo, State of New Mexico. The laws of the State of New Mexico will govern this RFP and resulting transactions.

**Provisions Required by Law:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

**Public Record:** All proposals submitted in response to this invitation will become the property of CES and be a matter of public record available for review, subsequent to the award notification, under the supervision of the Executive Director of CES from 9:00 a.m. to 4:00 p.m., Monday through Friday, at 4216 Balloon Park Road NE, Albuquerque, New Mexico 87109-5801.

**Request for Proposals or RFP:** All documents, including those attached or incorporated by reference, which are used for soliciting proposals

**Responsible Offeror:** An offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

**Responsive Proposal:** An offer which conforms in all material respects to the requirements set forth in the Request for Proposals. Material respects of a request for a proposal include, but are not limited to, price, quality, quantity or delivery requirements.

**Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within 10 days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract, which may remain in effect without the invalid provision or application.

**Smoking:** All contractors and subcontractors must adhere to local smoking policies when inside a building working on this contract. Smoking will only be allowed in posted areas or on premises where permitted.

**Specifications:** All Scope of Work specifications in this RFP are designed to enable an offeror to satisfy a requirement for a product, material, process or service. A specification may be expressed as a standard, a part of a standard or independent of a standard. No specifications are intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any offeror believing a specification is unnecessarily restrictive who submits a proposal must indicate such in its initial response.

**Suspension or Debarment Status:** If any firm, business, person or offeror submitting an offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the offeror must include a letter with its response or offer setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter, or to not disclose in the letter all the pertinent information, shall result in the cancellation of any contract. By signing the offer section, the offeror certifies that no suspension or debarment exists.

**Taxes:** Prices offered will not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by the educational agency issuing the purchase order to CES. No gross receipts tax can be collected on delivery charges to the member's location.

**Term of Contract and Extension:** The term of the agreement will commence on award and continue until September 24, 2008, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods, ending on September 24, 2009, September 24, 2010 and September 24, 2011. CES may require a contractor to respond to a new RFP rather than extend a contract secured under this RFP.

**Termination of RFP:** The Request for Proposals (RFP) in no manner obligates CES to the eventual purchase of any product or services described or which may be proposed, until confirmed by a written Acceptance of Offer and Contract Award. Progress toward this end is solely at the discretion of CES and can be terminated without penalty or obligation at any time prior to the signing of a contract. CES reserves the right to cancel this RFP at any time and for any reason and to reject any or all proposals.

**Token Offer:** If any offeror submits a perfunctory offer with no serious intent of being accepted, CES reserves the right to remove the offeror from its potential contractor's list. If an offeror wishes to remain on the contractor's list, either a no response or a request to remain on the list is all that is needed.

**Withdrawal of Offer:** An offeror can withdraw its proposal, provided such written notice is received at the CES office prior to the specified due date and time.

## **SECTION II                    SCOPE OF WORK AND SPECIFICATIONS**

### **A. SCOPE OF WORK**

1. Cooperative Educational Services (CES), which is based in Albuquerque, New Mexico, is comprised of all of the 89 New Mexico public school districts and other public educational institutions that are parties to the Joint Powers Agreement to Establish an Educational Cooperative. CES was organized in 1979 as a direct response to the needs of small and rural Local Education Agencies (LEAs). CES offers numerous programs and services. Currently, 170 public educational institutions are members and most use one or more of the CES-provided programs or services each year.
2. Cooperative Educational Services (CES) requests proposals from firms qualified to provide Mailing Equipment in an educational setting.
3. In an effort to achieve cost savings in today's adverse economic environment, CES is seeking collaborative procurement for its' members to achieve the best combination of quality, service and price for purchased goods and services.

### **B. DUTIES OF THE CONTRACTOR**

Once the award is made to the offeror, the offeror, as contractor, will assign a project director to coordinate operational activities with the designated representative of CES and will make monthly reports to this representative. It is the responsibility of the contractor to market the products or services to the CES member.

### **C. DUTIES OF CES**

The general duties of CES will include:

1. Inform members of contractor and obtain participation of members
2. Inform contractor of participating members
3. Process pay requests for payment
4. Follow up as needed on problems
5. Periodic review with contractor as to projects and any problems

### **D. SPECIFICATIONS**

CES has provided General Terms and Conditions. In the following part of this section, CES is providing additional Categorical Terms and Conditions that apply. In case of conflict between the General Terms and Conditions and Categorical Terms and Conditions, the latter will apply. Additional items may be requested in the specific Categorical Terms and Conditions.

### **E. LISTING OF CATEGORY**

CES has prepared this RFP document for Mailing Equipment. This category includes:

1. Categorical Scope of Work
2. Categorical Definitions
3. Categorical Terms and Conditions
4. Categorical Specifications
5. Required Categorical Responses
6. Categorical Price and Cost Submittal
7. Cost Evaluation Information

## **Category                    Mailing Equipment**

### **Categorical Scope of Work**

In order for its members to better control the rising costs of mailing equipment in the schools, CES is seeking a source for mailing equipment that can perform the services requested herein and offer a substantial cost savings to the CES members and provide outstanding service in quality control and maintenance.

It has been the past experience of CES that the success of any new service or program depends on the marketing skills of its contractors. Therefore, it is the goal of CES to obtain a contractor who, in conjunction with and cooperation of CES and its members, can design, develop and implement a mailing system that can be utilized by small, medium and large educational institutions.

### **Categorical Definitions**

**AIMED** – Is an association comprised of North America’s most prominent mailing and shipping equipment dealers

**CASS** – Coded Accuracy Support System

**FedEx** – Federal Express

**Folders** – Folders enable high speed automatic feeding and folding for all kinds of media sizes. They eliminate the drudgery of hand folding and save lots of time.

**High Speed Envelope and Document Printers** – High speed envelope and document printers create customized, personalized marketing messages and graphics on mail pieces so that you can communicate more effectively with direct mail audiences and customers. Rapidly print color or black and white onto envelopes, postcards, flats and mailers.

**IBIP** – Information Based Indicia Program

**Indicia** – Markings on a piece of mail showing that postage has been paid by the sender. Postage stamps, meter marks and facing identification marks are considered examples of this.

**Inserters** – Reduce the cost of mail production by boosting productivity and reducing labor costs. Ease-of-use ensures that minimal training is required, and flexibility allows users to quickly change task configurations for different projects.

**NAIC** – National Address Information Center

**Rural** – More than 100 miles from Albuquerque

**Scales** – Scales accurately weigh and rate outgoing mail, saving time and reducing mailing errors.

**UPS** – United Postal Service

**Urban** – Within 100 miles of Albuquerque

**USPS** – United States Postal Service

### **Categorical Terms and Conditions**

1. Equipment
  - a. All devices that are offered in this RFP must be new, current production and include the manufacturer's standard equipment and accessories. Used, shopworn, demonstrator, discontinued, prototype, rebuilt, reconditioned or remanufactured equipment or equipment containing any such parts is not acceptable as new. In addition, all machines must, at a minimum:
    - 1) Process all size mail accepted by United States Postal Service standards, and
    - 2) Work as technically designed with meters offered in this proposal.
  - b. All postage meters offered in this RFP must be digital IBIP compliant and must have an "automatic timeout" feature as per United States Postal Service Regulations.
  - c. All proposed equipment models must be available for lease commencing September 1, 2007. All offerors must include manufacturer's literature indicating exact model numbers and specifications of the products offered.
2. Quality Assurance Guarantees
  - a. The contractor shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturers' warranties.
  - b. The terms of this contract shall supersede any language to the contrary on purchase orders, invoices or other documents provided by the contractor, manufacturer or other sources.
  - c. The contractor shall agree to repair and/or replace immediately without charge (including freight both ways) to the CES member, any product or part thereof, which proves to be defective or fails within the warranty period as specified.
3. Warranty
  - a. All warranty information and certificates shall be furnished and become the property of the CES member upon delivery of the equipment and all rights, and the successful contractor and the manufacturer must honor remedies stated in the warranties. All equipment must be serviced for the full warranty period.
  - b. The contractor shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty.
4. Manuals – Manuals containing operating and service instructions for the equipment shall be delivered with each unit. The manual(s) should be as detailed as possible outlining all operating instructions for each unit delivered. Necessary warnings and safety precautions should be included.
5. Engineering Change – When a manufacturer of the equipment on contract releases engineering changes that improve the performance of the equipment, and while the equipment is still under warranty or maintenance service coverage, the contractor must make these improvements available to CES and its members and must maintain the

released engineering changes at a current level at no increase in warranty or maintenance cost to the CES member.

6. Introducing New Equipment – Newly introduced equipment may be added semi-annually on a schedule mutually agreed upon by CES and the contractor. The final decision to add equipment will be at the sole discretion of CES.

## **Categorical Specifications**

### 1. Service

#### a. Telephone Access Numbers

- 1) The contractor should maintain a live, toll-free or local access telephone number for CES members to solicit information and place service calls during normal business hours.
- 2) The contractor should also maintain a toll-free or local facsimile number for all equipment orders and service calls placed via fax.
- 3) Prior to award, contractor will be required to identify/establish one or more local or toll-free access numbers allowing long distance free calls from all CES members throughout the state of New Mexico.

#### b. Customer Service

- 1) The contractor shall provide a single, local point of contact (and a back-up) to handle questions and resolve problems that arise.
- 2) All service representatives should have on-line access to information to provide immediate response to inquiries concerning the status of orders, service call information, delivery information, back-order information, statewide contract pricing, contracted product offerings/exclusions, billing questions or issues, contract compliance requirements and general product information.
- 3) Representatives should be available by telephone, fax or email (local or toll-free number preferred).

#### c. Product Availability

- 1) There will be no cancellation of products during the term of the agreement without an equal and acceptable replacement approved by CES.
- 2) The contractor must communicate manufacturer's discontinuation of any products to CES in writing within five (5) business days. In such instances, they shall work with CES to identify and implement alternative options that shall maintain or reduce costs associated with replacements.
- 3) The contractor shall offer suggested replacements of discontinued products at least 30 days prior to discontinuation, including replacement part number, description, list price, applicable discount and final price.

#### d. Service Response Time Guarantee

- 1) The contractor is required to respond to and resolve service calls within a guaranteed time set for in the contract. Availability of representatives to service all equipment during the lease period is a requirement of this RFP.
- 2) Service must be provided within four (4) working hours in urban areas and six (6) hours in rural areas after a service call is placed. Working hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, with minor deviations in this schedule by member location.

- 3) Within two (2) hours of the contractor receiving the initial service call, the CES member should receive a telephone response. The technician should arrive with all the parts and tools necessary to complete the service call.
- e. Up-Time Guarantee – All equipment should be fully operable and at maximum performance for a minimum of 98% of normal business hours each month. In the event that equipment has been fully operable for less than 98% of normal business hours per month for two consecutive months, the CES member shall have the right to exchange the unit for one of like kind and capability within three (3) days, at no additional charge to the CES member. Up-time shall be calculated using a 40 hour workweek, assuming four (4) weeks per month. Additional up-time guarantees shall be as follows:
  - 1) Should any piece of equipment require three (3) or more service calls in any give 30 day period that is not the result of user error, the CES member may require that such machine be removed and replaced with a machine of like kind.
  - 2) Machines that cannot be restored and that are inoperable for more than one (1) business day may be replaced at the CES members' sole discretion with a temporary machine, within a specified time period and at no additional charge to the CES member.
- f. Response Times to Orders – The contractor should be able to fill and deliver orders on-site within five (5) working days of order placement by the CES member, either via the internet, telephone or fax.
- g. Site Delivery – The contractor shall make delivery of each order to an inside location as directed by the CES member. The contractor must comply with parking and delivery requirements (times, locations, permits, etc.) of the CES member. Offer will obtain “ship to” information from each CES member location.
- h. Label Application – The contractor will apply a label to all mailroom equipment indicating the make and model of the equipment, the serial number, the offeror equipment identification number and the equipment toll-free service telephone number.
- i. Training of CES Members – The contractor should train CES member personnel in the operation of all equipment and systems made available by the offeror. Contractor shall provide a minimum of four (4) hours on-site demonstration and instruction on the use of each piece of equipment or each system installed. The initial training session should be scheduled for a date no later than five (5) working days after equipment installation. Subsequent training sessions should be scheduled on an “as needed” basis. There should be no charge to the CES member for this training.
- j. Expiration Notification – Contractor must notify the CES member of all lease expirations, in writing, 60 days prior to the expiration of each equipment lease.
- k. Removal of Equipment – There shall be no cost associated with the removal of equipment at the end of the lease term. No equipment may be removed without prior written notification signed by an authorized representative of the CES member. The authorized representative should be present during removal.
- l. Reporting Requirements – Contractor is required to provide quarterly and annual reporting on CES member spending. Reporting is due within 10 working days after the close of the respective billing period.
  - 1) Reporting must be provided in an electronic spreadsheet or database format (such as Microsoft Excel).
  - 2) Usage reporting should capture the following detail for each machine:
    - a) Equipment serial number

- b) Brand
  - c) Model number
  - d) Location
  - e) Monthly mail volume
  - f) Monthly lease cost
  - g) Lease start date
  - h) Lease end date
  - i) Purchase cost
  - j) Date purchased
  - k) Monthly maintenance cost
  - 3) Contractor will also provide service reporting on a quarterly and annual basis that captures the following detail:
    - a) Up-time reports
    - b) Service calls per machine
    - c) Average service call response time
2. Products
- a. Postage Meter Band 1
    - 1) Up to 20 pieces per minute (uniform)
    - 2) 5 to 12.75 letter length in inches
    - 3) 3.5 to 9.5 letter width in inches
    - 4) 0.007 to 0.25 letter thickness in inches
    - 5) 1 to 3 flap depth in inches
    - 6) Brand
    - 7) Model number (system)
    - 8) Model number (meter)
    - 9) Pieces per minute (non-uniform)
    - 10) Included features, that is, roll tape dispenser, 20 account tracking
  - b. Postage Meter Band 2
    - 1) 20-60 minimum pieces per minute (uniform)
    - 2) 5 to 12.75 letter length in inches
    - 3) 3.5 to 9.5 letter width in inches
    - 4) 0.007 to 0.25 letter width in inches
    - 5) 1 to 3 flap depth in inches
    - 6) Semi-automatic feeder/sealer
    - 7) Brand
    - 8) Model number (system)
    - 9) Model number (meter)
    - 10) Pieces per minute (non-uniform)
    - 11) Included features, that is, roll tape dispenser, 25 account tracking
  - c. Postage Meter Band 3
    - 1) 60-80 minimum pieces per minute (uniform)
    - 2) 5 to 12.75 letter length in inches
    - 3) 3.5 to 9.5 letter width in inches
    - 4) 0.007 to 0.25 letter width in inches
    - 5) 1 to 3 flap depth in inches
    - 6) Semi-automatic feeder/sealer
    - 7) Brand
    - 8) Model number (system)
    - 9) Model number (meter)

- 10) Pieces per minute (non-uniform)
- 11) Included features, that is, roll tape dispenser, 25 account tracking
- d. Postage Band 4
  - 1) 80-135 minimum pieces per minute (uniform)
  - 2) 5 to 12.75 letter length in inches
  - 3) 3.5 to 9.5 letter width in inches
  - 4) 0.007 to 0.25 letter width in inches
  - 5) 1 to 3 flap depth in inches
  - 6) Semi-automatic feeder/sealer
  - 7) Brand
  - 8) Model number (system)
  - 9) Model number (meter)
  - 10) Pieces per minute (non-uniform)
  - 11) Included features, that is, roll tape dispenser, 25 account tracking
- e. Postage Meter Band 5
  - 1) 135-180 minimum pieces per minute (uniform)
  - 2) 4.5 to 12 letter length in inches
  - 3) 3 to 10 letter width in inches
  - 4) Up to 0.33 letter thickness in inches
  - 5) Up to 3.875 flap length in inches
  - 6) Automatic sealer
  - 7) Brand
  - 8) Model number (system)
  - 9) Model number (meter)
  - 10) Pieces per minute (non-uniform)
  - 11) Included features, that is, roll tape dispenser, 25 account tracking
- f. Postage Meter Band 6
  - 1) 180-210 minimum pieces per minute (uniform)
  - 2) 4.5 to 12 letter length in inches
  - 3) 3 to 10 letter width in inches
  - 4) Up to 0.33 letter thickness in inches
  - 5) Up to 3.875 flap length in inches
  - 6) Automatic sealer
  - 7) Brand
  - 8) Model number (system)
  - 9) Model number (meter)
  - 10) Pieces per minute (non-uniform)
  - 11) Included features, that is, roll tape dispenser, 25 account tracking
- g. Postage Meter Band 7
  - 1) Over 210 minimum pieces per minute (uniform)
  - 2) Up to 13 letter length in inches
  - 3) 0.004 to 0.45 letter thickness in inches
  - 4) Brand
  - 5) Model number (system)
  - 6) Model number (meter)
  - 7) Pieces per minute (non-uniform)
  - 8) Included features, that is, roll tape dispenser, 25 account tracking
  - 9) Must imprint meter stamps and seal flaps in the same operation
  - 10) Must be able to seal envelopes without imprinting meter stamps

- 11) Must include automatic sealer
- h. Scales
  - 1) 5 lb. digital scale
  - 2) 10 lb. digital scale
  - 3) 15 lb. digital scale
  - 4) 70 lb. digital scale
- i. Folders
  - 1) Up to 2,400 pieces per hour
  - 2) Up to 7,200 pieces per hour
  - 3) Up to 12,000 pieces per hour
  - 4) Up to 20,000 pieces per hour
- j. Inserters
  - 1) Up to 2,400 pieces per hour
  - 2) Up to 7,200 pieces per hour
  - 3) Up to 12,000 pieces per hour
  - 4) Up to 20,000 pieces per hour
- k. Address Printers (barcode capabilities must be NAIC and CASS certified)
  - 1) Up to 7,000 #10 envelopes per hour
  - 2) Up to 12,000 #10 envelopes per hour
- l. Express Mail Processing (United Postal Service, Federal Express, etc.) – as applicable
- m. Accounting Software – as applicable
- n. Report Printer – as applicable
- o. Delivery Confirmation and Tracking – as applicable
- p. Postal Saving Software
- q. Other Recommended Options
- r. Interest Rate/Lease Factor
- 3. Lease Percentage Rate
  - a. Offeror shall furnish in its' proposal the percentage rate it will charge for the lease agreements.
  - b. The offeror guarantees that this finance rate will remain the same for the term of the contract.
- 4. Price Lists
  - a. Provide a breakout price list of all costs associated or related to the delivery, installation, configuring, training, servicing and maintaining the mailing equipment you are proposing.
  - b. The offeror must provide a price schedule with a description and a break down for all costs associated with service agreements proposed in its response. Provide a sample copy of such agreements.

### **Required Categorical Responses**

1. Indicate your company's ability to provide customer service as outlined in categorical specifications above and any other services you provide as a standard. Provide information on your training policies and describe how you have addressed training with customers in the past.
2. Additional Proposals for Total Cost of Ownership and Other Non-Pricing Related Cost Reductions During Term of Contract may be provided. CES is seeking to establish long-

term relationships with the awarded contractor and expects it to recommend ways for CES members to better manage their overall mailroom equipment costs. Provide any proposals for additional value creation in this category that you would recommend instituting if awarded the contract. Include your method for quantifying results, the time frame for achieving results and your best estimate of the benefit to the CES member, if implemented.

3. CES Account Management – Provide an overview of the management and customer relationship team that will be responsible for managing the CES relationship in the event of being awarded CES’ business. Indicate your company’s ability to provide the required level of reporting and any other information you provide as a standard. Provide any sample reporting as a separate exhibit. If you are unable to provide reporting at the level of detail required, provide an explanation in your response.
4. Indicate your company’s ability to meet access number requirements, including detailed information on typical procedures for placing orders and service calls.
5. If you are a manufacturer and plan to use authorized dealers as agents to distribute your products to CES members, list these dealers in the table below. If more space is needed, attach a listing of all authorized dealers in a separate file and reference this file in the table below. Indicate if delivery of products is provided directly by your company’s resources or if third party delivery service providers are used.

Company Name	Company Address	City, State, Zip	NM Business (Yes/No)	Contact Person	Telephone Number

**Categorical Price and Cost Submittal**

1. The offeror must clearly identify the process that will be used to make available a listing of all mailing equipment and services that your firm proposes to offer under this category, together with their costs. The offeror must describe proposed products and services in specific terms. If pricing is by complete packages, then these package specifications and components must be clearly stated. If units are to be priced by components, then there must be a standard and clearly stated list of the components with their specifications and associated costs. Offeror can use either or both methods in its’ response. However, offeror cannot mix or modify package configurations unless it has notified and received written approval from CES.
2. Nationally printed and/or electronic manufacturer’s price list, if used, must be laid out in such a manner to comply with CES’ requirements and to allow for easy verification of pricing by CES staff and its members.

3. Any offeror stating that a manufacturer does not publish a price list from which to base price discounts must submit a letter from the manufacturer attesting to such fact. Additionally, offeror must provide a means for CES to establish a published price for the affected materials or services. Pricing without such substantiation and documentation will be considered a custom item and pricing will be administered by CES requiring the offeror to verify that the price is indeed the current market price.
4. If there will be a formal agreement between the offeror and the member, please provide a sample copy of the document and place behind Tab 6.

### **Cost Evaluation Information**

1. The offeror shall provide complete price lists that clearly identify each of the solutions/components, equipment/hardware and training programs with their individual costs and related fee structures. Optional add-ons and support agreements, if available, shall be described individually with each of their associated costs.
2. The offeror shall provide a complete price list of all prices relating to products and services offered. Labor costs shall be expressed in hourly, daily rates or per item cost, if applicable. Likewise, if travel time, mileage or per diem are to be charged, please state their costs.

**SECTION III            CONDITIONS LEADING TO AND INCLUDING CONTRACT AWARD**

**A. CONTRACT FORM**

The form of the contract between CES and the contractor will be as per that in Section IV.

**B. PROPOSAL SUBMISSION**

Sealed proposals will be received until 1:30 p.m. local time, on Friday, August 31, 2007, whether hand delivered or mailed to the agency offices, 4216 Balloon Park Road NE, Albuquerque, New Mexico 87109-5801. Documentation will be included and submitted in a three-ring binder.

**C. PROPOSAL REVIEW**

Commencing on Tuesday, September 4, 2007, proposals will be reviewed by the Executive Director and a committee designated by the CES Board of Directors. Notification to all respondents will be made by Monday, September 24, 2007.

**D. EVALUATION FACTORS**

To qualify for evaluation, a proposal must be responsive, must have been submitted on time, and materially satisfy all mandatory requirements identified throughout the RFP. To be considered responsive, a proposal must reasonably and substantially conform to all of the specified requirements in the RFP in the judgment of the evaluation committee. Any deviation from requirements indicated herein must be stated on an attached sheet(s). Otherwise, it will be considered that proposals are in strict compliance with all requirements, and any successful offeror will be held responsible therefore. Deviations or exceptions stipulated in offeror responses, while possibly necessary in the view of a particular offeror, can result in a penalty assessment being assigned during the evaluation process. Language to the effect that the offeror does not consider this proposal to be part of a contractual obligation will result in that offeror's proposal being disqualified. Due to the unpredictable nature of what any particular offeror may wish to stipulate with regard to exceptions, exclusions or limitations of liabilities, offerors are forewarned that CES reserves the right to assign any penalties it considers warranted. Terms of the RFP that any offeror considers particularly unwarranted, and to which that offeror would have to take significant exception in its response, should be stated in the proposal clearly and concisely as exceptions and/or deviations.

1. Evaluation Criteria Point Summary – The following is a summary of evaluation criteria with the point values assigned to each. These, along with the general requirements, will be used in the evaluation of offerors' proposals.

<b>Criteria</b>	<b>Points</b>
Service	200
Account Management	50
Business Information	50
Cost	700
<b>TOTAL</b>	<b>1,000</b>

2. Description of Evaluation Criteria – Below is a brief description of each of the evaluation criteria.
  - a. Service
    - 1) Demonstrated ability to promptly meet the requirements of CES
    - 2) Ability to meet all stated terms and conditions
  - b. Account Management
    - 1) Strategy for managing contract and customer service approach
    - 2) Reporting capabilities
    - 3) Implementation and communication of new contract as necessary
  - c. Business Information
    - 1) Length of time in business
    - 2) Experience with other educational and private sector entities
    - 3) References
    - 4) Financial stability

E. NEGOTIATIONS

In order to obtain the most favorable price and support for member schools, CES reserves the right to enter negotiations with responsible offerors (see also Best and Final Offer, Section I.E).

F. COLORADO EXTENSION

Through an agreement with the Colorado Board of Cooperative Educational Services Association (CBOCES) in Colorado, the products and services in this RFB can be extended to the school districts in Colorado. CBOCES in Colorado will use the “CBOCES” conduit to enable any school district in Colorado to use this award.

If you are willing to sign a contract based on this RFB with CBOCES, it will be agreed and assumed that “Colorado” will be understood where the words “New Mexico” are used. Where New Mexico laws are quoted, similar Colorado laws will be interpreted. In any event, CES suggests any vendor who chooses to use this RFB to include Colorado offer an even larger discount, considering the potential increase in sales by combining the states. If CES awards a contract to you and you have marked the CBOCES box on the cover page, CES will forward a copy of your bid and the CES award to CBOCES. Note that you must provide an additional original of the bid for Colorado in your response.

Neither CBOCES nor CES will hold the other responsible for any irregularities in the contract. CES neither encourages nor discourages vendors from contacting CBOCES. If you would like to discuss the use of any contract awarded by CES in Colorado, contact can be made as follows:

Colorado BOCES Association

John Tillman

President

c/o San Luis Valley BOCES

P. O. Box 1198

Alamosa, CO 81101-1198

Phone: (719) 589-5851

Fax: (719) 589-8012

Email: [jtillman@slvbocs.org](mailto:jtillman@slvbocs.org)





Form C

**INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

Use the following forms to price all equipment, services, supplies, and other commodities you wish to place on contract. **When completed, place behind Tab 6.**

**Form C-1-a INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Band 1 - Postage Meter**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Band 1 - Postage Meter**

**Manufacturer:** \_\_\_\_\_

**Model Number:** \_\_\_\_\_

<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
\$ _____	\$ _____	\$ _____	\$ _____

**List All Deviations from Specifications**

1.
2.
3.
4.
5.
6.

**Form C-1-b INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Band 2 - Postage Meter**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Band 2 - Postage Meter**

**Manufacturer:** \_\_\_\_\_

**Model Number:** \_\_\_\_\_

<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
\$ _____	\$ _____	\$ _____	\$ _____

**List All Deviations from Specifications**

1.
2.
3.
4.
5.
6.

**Form C-1-c INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Band 3 - Postage Meter**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Band 3 - Postage Meter**

**Manufacturer:** \_\_\_\_\_

**Model Number:** \_\_\_\_\_

<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
\$ _____	\$ _____	\$ _____	\$ _____

**List All Deviations from Specifications**

1.
2.
3.
4.
5.
6.

**Form C-1-d INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Band 4 - Postage Meter**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Band 4 - Postage Meter**

**Manufacturer:** \_\_\_\_\_

**Model Number:** \_\_\_\_\_

<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
\$ _____	\$ _____	\$ _____	\$ _____

**List All Deviations from Specifications**

1.
2.
3.
4.
5.
6.

**Form C-1-e INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Band 5 - Postage Meter**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Band 5 - Postage Meter**

**Manufacturer:** \_\_\_\_\_

**Model Number:** \_\_\_\_\_

<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
\$ _____	\$ _____	\$ _____	\$ _____

**List All Deviations from Specifications**

1.
2.
3.
4.
5.
6.

**Form C-1-f INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Band 6 - Postage Meter**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Band 6 - Postage Meter**

---

**Manufacturer:** \_\_\_\_\_

---

**Model Number:** \_\_\_\_\_

---

<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
\$ _____	\$ _____	\$ _____	\$ _____

**List All Deviations from Specifications**

1.
2.
3.
4.
5.
6.

**Form C-1-g INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Band 7 - Postage Meter**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Band 7 - Postage Meter**

**Manufacturer:** \_\_\_\_\_

**Model Number:** \_\_\_\_\_

<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
\$ _____	\$ _____	\$ _____	\$ _____

**List All Deviations from Specifications**

1.
2.
3.
4.
5.
6.

**Form C-2 INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Postage Scales**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Postage Scales**

<b>Scale</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
<b>5 lb Digital</b>			\$ _____	\$ _____	\$ _____	\$ _____
<b>10 lb Digital</b>			\$ _____	\$ _____	\$ _____	\$ _____
<b>15 lb Digital</b>			\$ _____	\$ _____	\$ _____	\$ _____
<b>70 lb Digital</b>			\$ _____	\$ _____	\$ _____	\$ _____

**Form C-3 INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Folders**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Folders**

<b>Folders</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
<b>Up To 2,400 Pieces Per Hour</b>			\$ _____	\$ _____	\$ _____	\$ _____
<b>Up to 7,200 Pieces Per Hour</b>			\$ _____	\$ _____	\$ _____	\$ _____
<b>Up To 12,000 Pieces Per Hour</b>			\$ _____	\$ _____	\$ _____	\$ _____
<b>Up To 20,000 Pieces Per Hour</b>			\$ _____	\$ _____	\$ _____	\$ _____

**Form C-4 INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Inserters**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Inserters**

<b>Inserters</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
<b>Up To 2,400 Pieces Per Hour</b>			\$ _____	\$ _____	\$ _____	\$ _____
<b>Up to 7,200 Pieces Per Hour</b>			\$ _____	\$ _____	\$ _____	\$ _____
<b>Up To 12,000 Pieces Per Hour</b>			\$ _____	\$ _____	\$ _____	\$ _____
<b>Up To 20,000 Pieces Per Hour</b>			\$ _____	\$ _____	\$ _____	\$ _____

**Form C-5 INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Address Printers**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Address Printers**

<b>Address Printers</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
<b>Up To 7,000 #10 Envelopes Per Hour</b>			\$ _____	\$ _____	\$ _____	\$ _____
<b>Up To 12,000 #10 Envelopes Per Hour</b>			\$ _____	\$ _____	\$ _____	\$ _____

**Form C-6 INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Express Mail Processing**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Express Mail Processing**

	<b>Manufacturer</b>	<b>Model Number</b>	<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
<b>Express Mail Processing</b>			\$_____	\$_____	\$_____	\$_____

**Form C-7 INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Accounting Software**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Accounting Software**

	<b>Manufacturer</b>	<b>Model Number</b>	<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
<b>Accounting Software</b>			\$_____	\$_____	\$_____	\$_____

**Form C-8 INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Report Printers**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Report Printers**

	<b>Manufacturer</b>	<b>Model Number</b>	<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
<b>Report Printers</b>			\$_____	\$_____	\$_____	\$_____

**Form C-9 INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Delivery Confirmation and Tracking**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Delivery Confirmation and Tracking**

	<b>Manufacturer</b>	<b>Model Number</b>	<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
<b>Delivery Confirmation and Tracking</b>			\$_____	\$_____	\$_____	\$_____

**Form C-10 INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Postal Saving Software**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Postal Saving Software**

<b>Postal Saving Software</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
			\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____

**Form C-11 INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Other Recommended Options**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Other Recommended Options**

<b>Other Recommended Options</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>	<b>Purchase Price</b>
			\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____

**Form C-12 INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form: Interest Rate/Lease Factor**

**Instructions to Bidders**

Each RFP specification identified in Section II: The Categorical Scope of Work and Categorical Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each offeror is encouraged to offer its lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

If additional clarification(s) or price sheet(s) pertaining to this proposal item being submitted are needed, include them with this page and place behind **Tab 6**. Place general catalogs and other information behind **Tab 10**.

**Interest Rate/Lease Factor**

	<b>36 Month Lease - Monthly Payment</b>	<b>48 Month Lease - Monthly Payment</b>	<b>60 Month Lease - Monthly Payment</b>
<b>Interest to CES Member</b>	_____ %	_____ %	_____ %
<b>Lease Factor</b>	_____	_____	_____
<b>Interest Rates Fixed Over Contract Length? Yes/No</b>	_____	_____	_____

CES is requiring a non-escalating interest rate/lease factor. If you cannot meet this requirement, please describe below how changes will be determined and with what frequency you propose to raise interest rates/lease factors.

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**Offeror's Declaration of Geographical Regions Form**

**Offeror must indicate the regions in New Mexico it which it will provide services, by placing an "X" beside the area. Failure to indicate the areas will be cause to consider your bid non-responsive.**

New Mexico is a large state geographically. For this solicitation CES is dividing the state into seven (7) service regions. Offeror will be required to indicate in its response to which of these service regions of the state it wishes to provide services and intends to concentrate its efforts if given an award. The seven service regions are described below.

- Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington and Jemez Mountain school districts
  
- Region Two (2)** – Chama Valley, Española, Mesa Vista, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos school districts
  
- Region Three (3)** – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Pecos, Raton, Roy, Springer, Wagon Mound and West Las Vegas school districts
  
- Region Four (4)** – Albuquerque, Belen, Bernalillo, Cuba, Estancia, Gallup-McKinley, Grants-Cibola, Jemez Valley, Los Alamos, Los Lunas, Magdalena, Moriarty, Mountainair, Quemado, Rio Rancho, Socorro and Zuni school districts
  
- Region Five (5)** – Clovis, Corona, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Santa Rosa, Texico, Tucumcari and Vaughn school districts
  
- Region Six (6)** – Alamogordo, Animas, Capitan, Carrizozo, Cloudcroft, Cobre, Deming, Gadsden, Hatch Valley, Hondo Valley, Las Cruces, Lordsburg, Reserve, Ruidoso, Silver, Truth or Consequences and Tularosa school districts
  
- Region Seven (7)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum school districts

# Acceptance of Terms and Conditions

Rather than duplicate each term and condition and indicate acceptance, offeror may sign the statement below. Any exceptions must be listed on this page (additional pages may be attached, if necessary).

*I accept the General Terms and Conditions of this RFP, except as listed below.*

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature (should match cover signature)

*I accept the additional Categorical Terms and Conditions for Mailing Equipment, except as listed below.*

\_\_\_\_\_  
Signature (should match cover signature)

Form F **QUESTIONNAIRE FOR OFFEROR**

**Company Name:** \_\_\_\_\_

*Circle Answers Where Appropriate*

1. For products on your price list, is shipping/handling included in the price? YES NO

If pre-paid authorization, estimate shipping/handling on purchases \_\_\_\_\_

2. Is your product marketed by anyone else in New Mexico? YES NO

3. *Do you guarantee that prices in the RFP are the lowest you will offer to schools and other procurement units in New Mexico during the time of any contract between CES and your company?\** Do you also agree to immediately reduce any price to CES equal to or lower than a price quoted to any other New Mexico procurement unit? YES NO

4. If applicable, list any New Mexico contractor's licenses held by your company.

Name of Licensee	Classification	Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Describe your return policy? What is your restock fee, if any? \_\_\_\_\_

6. Where should CES mail purchase orders?

Contractor Name \_\_\_\_\_

Attention Line \_\_\_\_\_

UPS Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone (to verify prices) \_\_\_\_\_ Fax \_\_\_\_\_

If you want CES to send purchase orders by a private, NEXT DAY carrier, please identify the carrier and your account number: \_\_\_\_\_

*\*not including manufacturer's GSA contracts.*

**QUESTIONNAIRE FOR OFFEROR (page 2 of 2)**

7. Where do you want payments sent?

Contractor Name \_\_\_\_\_

Attention Line \_\_\_\_\_

UPS Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (invoice questions) \_\_\_\_\_ Fax \_\_\_\_\_

If you want CES to send payments by a private, NEXT DAY carrier, please identify the carrier and your account number: \_\_\_\_\_

8. Additional contacts for CES

New Mexico Representative \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Contact for RFP/Contract \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

9. Sales Support by Region

<u>Name</u>	<u>Region Served</u>	<u>Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. If your normal area of service is regional, will you honor and fill purchase orders in any part of the state at the prices quoted in this RFP? YES NO

11. Will you offer CES a quick pay discount? If YES, what is the discount? \_\_\_\_\_ days? \_\_\_\_\_

**SUPPORT AND MAINTENANCE PLANS**

The best warranty and maintenance plans offer toll-free or collect calls from buyers. Please identify the phone numbers below.

- o Toll Free Number \_\_\_\_\_  
Contact Person \_\_\_\_\_
- o Collect Calls Accepted at this Number \_\_\_\_\_  
Contact Person \_\_\_\_\_
- o Service and Maintenance Number \_\_\_\_\_  
Contact Person \_\_\_\_\_
- o Technical Help Phone Line \_\_\_\_\_  
Contact Person \_\_\_\_\_

Describe your maintenance facilities: location, name and phone number of contact person, number of technicians, value of parts inventory normally on hand.

Describe the steps a buyer should take to activate the warranty.

Describe any maintenance plan available beyond the one-year warranty, including costs.

**OFFEROR'S SUPPORT FOR CES PRICES**

Cooperative Educational Services (CES) is a school service agency established as a JPA. All school service agencies in New Mexico are supported by user's fees rather than by appropriated funds. The procurement activities of CES, therefore, are funded through a small administration fee paid by the school district or local procurement unit using one or more of our contracts. There is no cost or fee paid by the contractor to CES.

There are many reasons the members use CES contracts. Because each of CES' contracts is based on a sealed proposal, members are exempt from having to issue a proposal or RFP. This saves them a great deal of time and a large amount of money. In addition, because each contractor agrees that the price charged through a CES contract will be the lowest that contractor will offer, the member knows that issuing its own proposal will not necessarily reduce the cost of the procurement. Finally, the service and convenience of processing orders through one agency (CES) simplifies the procurement process. Rather than having to issue a dozen purchase orders, for example, a member can issue one to CES. If problems occur, the member has the assistance of CES in reaching a satisfactory solution.

A contractor receives many of the same benefits as a member. Rather than having to respond to dozens of individual proposals and RFPs (which is a big cost of doing business), a response to CES opens the door to over 150 procurement units. The business office of the contractor has the advantage of invoicing CES rather than each individual account. The contractor also has CES' service in collection (some public entities are slow in processing payments). If problems develop, the contractor has the mediation service of CES to settle difficulties.

The contractor provides a quote to the member and the quote includes the CES one percent (1%) administration fee. If the quote is acceptable, the member issues CES a purchase order for the quoted amount. CES verifies the quote with the solicitation response and issues a purchase order to the contractor for one percent (1%) less than the contractor's quote to the member. The contractor provides the items or services and invoices CES for the amount of CES' purchase order to the contractor. CES invoices the member. The member pays CES. After receipt of the member payment, CES pays the contractor for items and services delivered and accepted by the member, not to exceed the purchase order amount.

Because CES asks the members to pay one percent for the services, CES also expects contractors, who are awarded contracts, to provide an incentive to the members to use a CES contract. If a contractor will sell a product to a member for the same price as on the CES contract, the member, in effect, is paying one percent more when it purchases through CES. On large purchases the convenience of not having to issue a proposal may be overshadowed by the amount of the administration fee.

Therefore, CES requests that each contractor offer prices on CES contracts lower than the price it offers to members that purchase directly, or that might issue a local proposal. CES asks this, not for a "most favored nation" relationship, but as a commitment of partnership between CES and the contractor. CES wants members to understand that when using a CES contractor, they are not only satisfying the procurement code, but are truly reducing the costs of education.

**Please indicate the level of support you will offer on this contract. *Check only one box***

- Prices will be **no different** from what we ordinarily offer to schools.
- Prices are (check)
  - two percent (2%) lower than our best price to individual members.
  - three percent (3%)
  - four percent (4%)
  - five percent (5%)
  - ten percent (10%)
  - other

\_\_\_\_\_  
Signature (must match signature on cover sheet)

\_\_\_\_\_  
Title

**MANUFACTURER'S REPRESENTATIVE FORM**

**Offeror has attached a letter (or agreements) from the manufacturer that certifies the following: (check each)**

\_\_\_\_\_ Offeror is a bona fide dealer for the equipment in the proposal.

\_\_\_\_\_ Offeror is authorized to submit a proposal for the equipment.

\_\_\_\_\_ The manufacturer will either assume or assign to another dealer the obligations in this proposal should the Offeror fail to complete the contract.

\_\_\_\_\_  
Signature (must match cover signature)

\_\_\_\_\_  
Date

*If the offeror is the manufacturer, please sign below.*

\_\_\_\_\_  
Signature (must match cover signature)

\_\_\_\_\_  
Date

REFERENCES: List five (5) public educational institution's references, including contact person(s) and phone numbers. (Please print or type)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETION OF PRICE PAGES**

1. Before you begin, make duplicate copies of the price page.
2. All pricing must use the price form, normally using one sheet per brand of product. If you have an exceptionally large price list, or a price catalog, you may attach the data to the form, but it must be categorized and indexed in a way that the following information is clearly identified:
  - A. Product Brand
  - B. Product Description
  - C. Retail Price or Standard Education/Government Price
  - D. Percent Discount
  - E. CES Price
  - F. Volume Discounts Available
  - G. Any Special Pricing (bundles, time-limit sales, etc.)
  - H. Installation/Labor Costs, if any
  - I. Mileage/Travel Costs, if any
  - J. Freight/Shipping, if any
  - K. Special Warranty Information
3. Once your offer is accepted, any future price adjustments must be made in the same manner.
4. It is your responsibility to keep your contract current in every way. Auditors review our contracts, and we want to keep everything legal.

**IF, FOR ANY REASON, YOU NEED TO LOWER A PRICE TO REMAIN COMPETITIVE, OR TO PASS ON A SPECIAL PRICE OFFERED BY YOUR SUPPLIER, YOU MUST FIRST SEND A FAX OR LETTER TO CES THAT OFFICIALLY LOWERS THE PRICE. ONCE CES HAS RECEIVED THE INFORMATION, THEN YOU MAY OFFER THE NEW PRICES TO YOUR CUSTOMERS. IT IS AGAINST THE TERMS AND CONDITIONS OF THIS RFP TO AGREE TO A LOWER PRICE WITH A CUSTOMER, AND THEN LATER NOTIFY CES. CES ENCOURAGES ALL OFFERORS TO OFFER THE LOWEST PRICES POSSIBLE, BUT AT NO TIME MAY THE OFFEROR GIVE A PRICE TO ONE CES MEMBER THAT IS NOT AVAILABLE TO OTHERS.**

**COMMENTS ON MULTIPLE AWARDS AND**  
**"MOST-FAVORED-CUSTOMER" CONTRACTS**

Professional procurement associations such as the Council of State Governments, and the National Association of Purchasing Management, have taken strong stands on multiple awards and the GSA pricing policy of the federal government.

“Competition is diminished when preference is sought by one sector of government or a class or classes of contractors. The National Institute of Governmental Purchasing (NIGP) and the National Association of State Purchasing Officials (NASPO) have joined in strongly worded resolutions opposing the use of most-favored-customer pricing clauses and multiple award contracts. Both practices, employed by the federal government and others, have negative effects on competition throughout all public contracting. The first sets a floor on prices and is favored by firms that enjoy commanding positions in the market place. The second transfers the buying decision from central purchasing to using agencies by offering a virtually unmonitored free choice from a smorgasbord of multiple awards...”

*State and Local Government Purchasing*, Third Edition, page 13

“A multiple award is the award of a contract to two or more suppliers for furnishing an indefinite quantity of a like item or category of items, where more than one supplier is needed to meet the contract requirements for quantity, delivery, service, or product compatibility... It is important to understand that making multiple awards can evade central purchasing responsibilities for making buying decisions between and among products and contractors. Multiple awards transfer these decisions in large part or in whole to the program agencies, where they are likely to be made with less impartiality and purchasing proficiency. Written policy and rules are necessary to guard against laxness and abuses in connection with multiple awards.”

*Ibid.*, page 76

The stand of the NIGP and the NASPO on multiple contract awards is clear. Most of their membership represents a central purchasing authority, whose very job is purchasing goods and services for their fellow departments. Typically, a state purchasing office is established to serve the needs of state agencies. A similar situation in the schools would be if the business office of Lizard Flats Unified School District multiple awarded ten contractors of classroom furniture, and allowed each teacher to requisition the desks he desired for his classroom.

In contrast, CES is not a central purchasing office. Rather, we are a school service agency. Each district that joins CES is not yielding its own purchasing authority. Unlike state agencies that must use state awarded contracts, each school district has an elected board and is a sovereign unit of government. It is CES’ position that rather than “offering a virtually unmonitored free choice from a smorgasbord of multiple awards,” CES provides the district with choices among contractors whose products and services have met a rigid standard and scope of work, and that have guaranteed a level of performance and service not always offered to the single district. In the past few years, CES has rejected more offers than have been awarded; when we multiple award, it is a limited award.

CES agrees with NIGP’s and NASPO’s stand on GSA pricing. One way around the limitations the federal government places on manufacturers in pricing is to contract with the dealers of these very same manufacturers; because dealers are independent contractors, they are able to sell at any price they elect, often below GSA prices. If a manufacturer only sells direct, and has a GSA contract, it behooves the buyer to insist on matching prices.

CES is one of the agencies that insist on a “most favored customer” clause in its contracts. CES does not believe such a clause has “negative effects on competition throughout all public contracting...(by setting) a floor on prices and is favored by firms which enjoy commanding positions in the market place.” First, many of CES’ contracts are with very small companies without any “commanding position” in the New Mexico market. Secondly, CES knows that a contract with them will save contractors considerable money, since it frees them from individual proposals from the 89 school districts, and other political subdivisions that use CES contracts. CES firmly believes that the organization would cease to exist as a valuable service to New Mexico schools if they allowed their contracted contractors to “bid against themselves” when a member elects to issue its own RFP.

When a contractor says “this is the lowest price I will offer in New Mexico to public agencies,” then the member knows that the only way to get a lower price is from other contractors. Competition is enhanced in this fashion. If a member awards a contract to a contractor not on a CES contract, for a product or service similar to that on a CES contract, the result will be an even bigger savings to the member and, hopefully, the eventual lowering of prices by the CES contractor, or an eventual rebidding by CES to secure better contracts for its members.

**SUBMISSION CHECK-OFF FORM**

**In order for CES to clearly understand the proposal being presented by the offeror, a complete response to this RFP must contain the following:**

**It is suggested that the offeror preparing a response check off each required item as it is completed.**

- \_\_\_\_\_ 1. **Form A** – The signed Offer and Contract Award (page 29)  
**(PLACE BEHIND TAB 1)**
- \_\_\_\_\_ 2. **Form B** – The signed Affidavit (page 30)  
**(PLACE BEHIND TAB 1)**
- \_\_\_\_\_ 3. **Form C** – Price of the Mailing Equipment offered (pages 32-49)  
**(PLACE BEHIND TAB 6)**
- \_\_\_\_\_ 4. **Form D** – The signed Offeror’s Declaration of Geographical Regions  
(page 50) **(PLACE BEHIND TAB 1)**
- \_\_\_\_\_ 4. **Form E** – A list of any exemptions or modifications of General Terms and  
Conditions (page 51) **(PLACE BEHIND TAB 3)**
- \_\_\_\_\_ 5. **Form E** – A list of any exemptions or modifications of Categorical Terms  
and Conditions (page 51) **(PLACE BEHIND TAB 5)**
- \_\_\_\_\_ 6. **Form F** – Questionnaire for Offeror (page 52)  
**(PLACE BEHIND TAB 7)**
- \_\_\_\_\_ 7. **Form G** – Support and Maintenance Plans (page 54)  
**(PLACE BEHIND TAB 7)**
- \_\_\_\_\_ 8. **Form H** – Offeror’s Support for CES Prices (page 55)  
**(PLACE BEHIND TAB 7)**
- \_\_\_\_\_ 9. **Form I** – Manufacturers Representative Form (page 56)  
**(PLACE BEHIND TAB 7)**
- \_\_\_\_\_ 10. A point-by-point response for the items under Offeror Qualifications  
(pages 8-10) **(PLACE BEHIND TAB 4)**
- \_\_\_\_\_ 11. All miscellaneous forms that apply  
**(PLACE BEHIND TAB 8)**
- \_\_\_\_\_ 12. **Form L** – Submission Check-Off Form (page 59)  
**(PLACE BEHIND TAB 9)**

\_\_\_\_\_  
Signature