

REQUEST FOR PROPOSALS FOR  
COPIER (XEROX) MAINTENANCE and SUPPLIES  
PROVIDER

LUNA COMMUNITY COLLEGE  
366 LUNA DRIVE  
LAS VEGAS, NEW MEXICO 87701

RFP # 2011-LCC001

ISSUE DATE: January 7, 2011

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Luna Community College (LCC) is seeking proposals from a copier (Xerox) maintenance and supplies provider. Copier Maintenance Services will consist of: Monthly routine maintenance, replacement of parts and service calls during normal working hours Monday thru Friday.

### B. VISION

Luna Community College's vision is to complete the existing Xerox Copier Lease with a comprehensive maintenance program that will allow Luna Community College to realize some saving for copier lease through the upkeep and routine maintenance of all copiers for extended life.

### C. SUMMARY SCOPE OF WORK

The contractor will provide Luna Community College with a three year copier maintenance proposal allowing for an increase in copy count by increments if needed. The maintenance agreement should include monthly routine maintenance, replacement of parts and service calls during normal working hours Monday thru Friday. The scope of work will include Xerox approved supplies such as toner, drums, ozone filters, developers, etc. Maintenance cost should be based 115,000 b/w and 8,000 color copies monthly. Staples will not be included in the scope of work as they will be purchased by LCC. The following inventory will be part of the summary scope of work to be included in base cost:

Xerox – CC123	3 copiers one a coin operated machine.
Xerox – WC7328	3 copiers
Xerox – WC7346	1 copier
Xerox – WCP 128	20 copiers
Xerox – WC 5225	2 copiers
Xerox – WC 5050	1 copier

- This also includes monthly routine maintenance of copiers at the satellites in Springer, Santa Rosa and Mora.

### D. SCOPE OF PROCUREMENT

The scope of the procurement includes providing all requested information in the RFP with the ability to conduct all stated items in the scope of work. The term of the contract shall be for (12) months from the date of award with the option to extend on an annual basis up to three (3) years. The agreement shall not exceed four (4) years.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

### A. SEQUENCE OF EVENTS

ACTION	RESPONSIBILITY	DATE
ADVERTISEMENT OF RFP	INFORMATION TECHNOLOGY(I.T.) DEPT.	Week of January 3, 2011
PRE-PROPOSAL CONF.	LCC I.T. DEPT.	01/13/11
SUBMISSION OF RFP	POTENTIAL OFFERORS	01/25/11
RFP EVALUATION	RFP REVIEW COMMITTEE	01/26/11
SELECTION OF FINALIST TO LCC PRESIDENT	RFP REVIEW COMMITTEE	01/28/11
CONTRACT AWARD	LCC BOARD	FEB. BOARD MEETING

### B. EXPLANATION OF EVENTS

1. The RFP advertisement will be posted on the LCC Website and the local paper the week of **January 3, 2011**. The RFP packet will be available on the posting date.
2. Pre-RFP conference will be held on **January 13, 2011** at LCC Information Technology Department, 10:00 a.m. Potential Offerors are encouraged to submit written questions in advance of conference to the Purchasing Director via e-mail [mmartinez@luna.edu](mailto:mmartinez@luna.edu).
3. The identity of the organization submitting the questions will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential offerors that attended the pre-proposal conference. Attendance at the pre-proposal conference is highly recommended but not a prerequisite for submission of a proposal.
4. All proposals must be received by the LCC Purchasing Director or designee no later than 2:00 p.m. on **January 25, 2011**. Proposals must be addressed and delivered at the address listed on the cover of the RFP Attention: Purchasing. Proposals must be sealed and labeled on the outside of the package to clearly indicate that the packet is in response to **Copier (Xerox) Maintenance and Supplies Provider Request for Proposals**. Proposals submitted by facsimile or e-mail will not be accepted.
5. The evaluation for proposals will be performed by a committee consisting of LCC employees. The evaluation process will take place on **January 26, 2011**. See Appendix E for evaluation criteria.
6. Recommendations will be submitted to the LCC President on **January 28, 2011**. The President will review and submit to the Board of Trustees at the **February Board of Trustees meeting**.

### **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the requirements of the New Mexico Procurement Code, Sections 13-1-21, et seq., NMSA 1978, and Luna Community College procurement procedures and process.

1. **Acceptance of Conditions Governing the Procurement.** Offerors must indicate their acceptance of the conditions governing the procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
2. **Incurring Cost.** Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.
3. **Prime Contractor Responsibility.** Any contract that may result from the RFP shall specify the prime contractor is solely responsible for fulfillment of the contract with LCC.
4. **Amended Proposals.** An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter.
5. **Right to Withdraw.** An offeror may withdraw their proposals any time prior to the deadline for receipt of proposals. The offeror must submit a written request signed by the offeror's duly authorized representative addressed to the Chief Financial Officer.
6. Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the date for receipt of proposals.
7. Proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Chief Financial Officer will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.  
  
Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the offeror's organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act {ss57-3A-1 to 57-3A-7 NMSA 1978}. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential.
8. **No Obligation.** The procurement in no manner obligates Luna Community College or any of its departments to the eventual rental, lease purchase, etc. of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities.
9. **Termination.** This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when LCC determines such action is in the best interest of the college.
10. **Sufficient appropriation.** Any contract awarded as a result of the RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be

effected by sending written notice to the contractor. LCC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Legal Review. LCC requires that all offerors agree to be bound by the general requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Chief Financial Officer or designated representative.

12. Basis for Proposal. Only information supplied by the College in writing through the Purchasing Director or this RFP should be used as the basis for the preparation of offeror proposals.

13. Contract Terms and Conditions. The contract between Luna Community College and a contractor will follow the format specified by LCC and contain the terms and conditions enclosed. However, LCC reserves the right to negotiate with successful offeror provision in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

14. Offeror's Terms and Conditions. Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with LCC.

15. Contract Deviations. Any additional terms and conditions that may be subject of negotiation will be discussed only between LCC and the selected Offeror and shall not be deemed an opportunity to amend the offeror's proposal.

16. Offeror Qualifications. The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer.

17. Right to Waive Minor Irregularities. The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. The right is at the sole discretion of the Evaluation Committee.

18. Change in Contractor Representatives. LCC reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

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

20. LCC reserves the right to accept all or portion of an offeror's proposal.

21. Right to Publish. Throughout the duration of this procurement process and contract term, potential offerors, and contractors must secure LCC written approval prior to the release of any

information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

22. Ownership of Proposals. All documents submitted in response to the RFP after the opening of the RFPs shall be placed into the procurement file. Those documents will become the property of LCC.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Offerors shall submit two (2) original proposals.

#### **B. NUMBER OF COPIES**

Offerors shall provide two (2) identical copies of their proposal to 366 Luna Drive, Las Vegas, New Mexico at the Procurement Office.

#### **C. PROPOSAL FORMAT**

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and bound in the sequence below with a heading for each section.

##### **1. Proposal Organization**

All proposals must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a. Letter of transmittal
- b. Appendix A
- c. Appendix C
- d. Appendix D
- e. Table of Contents
- f. Proposal Summary
- g. Response to specifications
- h. Response to Business specifications and Appendix B
- i. Response to LCC Terms and Conditions
- j. Offeror's additional terms and conditions
- k. Copy of Offeror's business license
- l. Other supporting documentation

Within each section of their proposals, offerors should address the items in the order in which they appear in the RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must occur in the lease cost form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

**2. Letter of transmittal.**

- a. Identify the submitting organization;
- b. Identify the name, title, telephone, fax number, and e-mail address of the person authorized by the organization to contractually obligate the organization.
- c. Identify the name, title, telephone, fax number, and e-mail address of the person authorized by the organization to negotiate the contract and contacted for clarifications on behalf of the organization.
- d. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in the RFP.
- e. Be signed by the person authorized to contractually obligate the organization;
- f. Acknowledge receipt of any and all amendments to this RFP.

**IV. SPECIFICATIONS**

**PROPOSAL SUMMARY:**

**COPY MAINTENANCE AND SUPPLIES**

1. Provide a summary of experience of the business.
2. Provide references.
3. Method of reading copiers to include reports that will provided with invoice.
4. In summary provide how service will be provided to LCC; include service call response time for main campus and the satellites.
5. Provide service line (Xerox Approved): toner, drums, ozone filters, developers, etc.
6. Provide monthly maintenance cost based on 115,000 b/w and 8,000 color copies and cost per copy that exceeds the standard monthly copy count.

**INFORMATION:**

1. Provide information on LCC resources that need to be provided.
2. Provide information on technical resources required to meet the scope of work.

**MANDATORY BUSINESS SPECIFICIATIONS**

1. Provide a summary of the business, and its ability and experience in providing copier maintenance and supplies.
2. Provide purpose and philosophy for providing service to LCC.
3. Provide copy reports, and invoice timelines.
4. Provide period maintenance schedules.



**APPENDIX A**

**REQUEST FOR PROPOSALS  
TITLE: COPIER (XEROX) MAINTENANCE AND SUPPLY PROVIDE**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposals the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix C.

The acknowledgement of receipt should be signed and returned to the Purchasing Director in the Proposal packet no later than 2:00 p.m. on JANUARY 25, 2011. Only potential offerors who elect to return this form completed and have all other required information requested be considered and evaluated.

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE NO.:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**This name and address will be used for all correspondence related to the Request for Proposals.**

**Procurement Officer:**

**Name: Miguel J. Martinez  
Title: Purchasing Director  
Address: 366 Luna Drive  
Las Vegas, New Mexico 87701  
(505) 454-5393**

## APPENDIX B

### AGREEMENT TERMS AND CONDITIONS

#### MASTER CONTRACT FOR LUNA COMMUNITY COLLEGE

This agreement made this \_\_\_ day of \_\_\_\_\_ 2011 by and between Luna Community College (“College”), and the selected Copier (Xerox) Maintenance and Supply Provider:

Whereas, Luna Community College is a community college serving seven communities of northern New Mexico; and whereas, the college issued a request for proposals , for copier maintenance services and supplies for all Xerox copy machines as stated in this RFP; and

Whereas, the parties now wish to enter into an agreement describing the terms and conditions under which the Servicing Agent and Agent of Record will contract with the college to copier (Xerox) maintenance and supplies for all copiers stated within this RFP;

Now, Therefore, in consideration of mutual promises and commitments, the parties agree as follows:

1. Luna Community College hereby awards the contract for copier maintenance and supply services The Maintenance Provider fully described in the attached servicing guidelines – Addendum 1.
2. The term of this Agreement shall be for a period of twelve (12) months commencing on \_\_ day of \_\_\_\_\_ 2011 with the option to extend on an annual basis up to three (3) years not to exceed a total of four (4) years; Monthly copy baseline consisting of 115,000 Black and White copies and 8,000 Color copies.
3. Cost for copies exceeding baseline will be \_\_\_\_ b/w and \_\_\_\_ color
4. Either party hereto may terminate this agreement, with cause, upon ninety (90) days written notice to the other, and said notice shall be sent by certified mail, return receipt requested.
5. A schedule of all services and fees will be provided with service schedule and will be documented in this agreement as part of the scope of work plan of services to include monthly routine maintenance, replacement of parts, service calls and Xerox approved supplies (toner, drums, ozone filters, developers, etc. staples will not be included).

6. **Training and set up will also be included as part of this agreement.**
7. **Invoicing will occur monthly and paid within thirty (30) days upon receipt of invoice.**
8. **The following documents are incorporated herein, by reference and are mad a part of the Agreement:**
  1. **Request for Proposal for Copier (Xerox) maintenance and supplies.**
  2. **Scope of work plan**
9. **This Agreement shall be effective \_\_\_\_\_2011.**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
**COPIER MAINTENANCE AND SUPPLIES PROVIDER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DR. PETE CAMPOS, PRESIDENT**

\_\_\_\_\_  
**DATE**

## APPENDIX C

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body.

The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

**“Contract”** means any agreement subject to the competitive sealed proposal process set forth in the Procurement Code or is not subject to the competitive sealed proposal process because it qualifies for sole source or small purchase contract

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

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS: (if none sign bottom signature line)

Contributions Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

- \_\_\_\_\_  
Signature Date
- \_\_\_\_\_  
Title (position)

**-OR-**

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

- \_\_\_\_\_  
Signature Date
- \_\_\_\_\_  
Title (Position)

**APPENDIX D**

**VENDOR CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM**

Conflict of Interest

**No employee or Trustee of Luna Community College has a direct or indirect interest in the Contractor or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Trustee's interest is less than one percent of the Contractor).**

Contractor neither employs nor is negotiating to employ any LCC employee or member of the LCC Board of Trustees.

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

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

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

_____	_____
_____	_____
_____	_____

Debarment/Suspension Status

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

Certification

The undersigned hereby certifies that he/she has read the above Conflict of Interest and Debarment/Suspension Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Contractor named below.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name Typed: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_ City: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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**APPENDIX E**

**EVALUATION OF CRITERIA  
RATING**

EVALUATION CRITERIA COPIER (XEROX) MAINTENANCE and SUPPLIES PROVIDER	POTENTIAL SCORING	REMARKS	SCORING
<b>1. Company Profile</b>	15		
A. Ability to perform copier maintenance on Xerox machines			
B. Ability to provide supplies indicated on RFP			
<b>2. Quality of Service</b>	15		
A. Service call response time-Main campus			
B. Service Call response time- Satellite Sites			
<b>3. Cost</b>	70		
A. Cost for Baseline B/W & Color copies			
B. Cost for B/W copies exceeding baseline			
C. Cost for Color copies exceeding baseline			
TOTAL			