Central New Mexico Community College
Purchasing Department
525 Buena Vista SE / PO Box 4586
Albuquerque, NM 87106 / 87196-4586

INVITATION TO BID NUMBER: T-2806
TITLE: Printing of CNM Letterhead and Envelopes
DUE DATE: Tuesday, November 23, 2010
TIME: 3:00PM Local Time
BUYER: (505) 224-4546
TECHNICAL CLARIFICATION: Robert Ortega, Buyer, (505) 224-4546 or rortega@cnm.edu

NUMBER OF RESPONSES REQUIRED: One Original and One Copy
FREIGHT TERMS: FOB Destination Freight Included
PAYMENT TERMS: Net 30 Days

INSTRUCTIONS TO BIDDERS
The Central New Mexico Community College (CNM) invites you to submit a bid on the material and/or services specified within this Invitation to Bid. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of the Invitation may result in your bid being declared non-responsive. The purchases of materials and/or services awarded under this Invitation are subject to CNM’s General Terms and Conditions as well as all statements contained in this Invitation to Bid. All terms and conditions of the Invitation to Bid will remain unchanged for the duration of any resultant agreement(s) and will supersede and take precedence over any bidder agreement forms. Additional or different terms proposed by the vendor are hereby rejected. New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-28 through 13-1-199, NMSA 1978).

To bid on the goods or services specified herein, type or print the information requested in the spaces provided on the response form. All blank spaces for bid prices, manufacturer’s name and product number offered, delivery, warranty, etc. must be written in ink or typed. Corrections shall be initialed in ink by person signing the bid. When bidder makes mistakes in calculating total price where quantities are involved, the unit price shall prevail. If you wish to offer more than one bid for a single item or group of items specified, copy the response form and fill in all spaces by typing or printing in ink. Clearly label the top as an alternate bid, and submit all responses in the same envelope as the original bid. Submit the number of copies of your bid specified above. Each copy is to include all supporting documentation. Failure to submit the required number of copies may result in your bid being considered non-responsive.

The completed bid package must be placed in a sealed envelope and submitted to the above address no later than the time and date specified above. Failure to properly identify this RFB # and Bid Due Date and Time on the lower left outside corner of your sealed proposal envelope may result in either premature opening of your proposal or failure to open it upon the correct closing date and time.

Note: Any and all clarifications of instructions, specifications, scope, requirements, terms and conditions, insurance, bonds, or bid preparation, etc. shall be made only by the Buyer listed above. All requests for clarification or exception to instructions, terms and conditions, specifications, requirements, scope, insurance, bonds, or bid preparation, etc. must be made in writing, addressed to the Buyer listed above, and submitted no later than five (5) days prior to the bid due date. Technical questions concerning the requirements of the requester should be directed to the technical clarification contact listed above. If appropriate, CNM Purchasing shall issue a written Amendment/Addendum which shall thereafter become part of this Invitation to Bid. No oral interpretations shall be binding upon CNM unless reduced to a written amendment issued by CNM Purchasing prior to the bid due date and time.

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SECTION A
STANDARD BID TERMS AND CONDITIONS

1. ACKNOWLEDGMENT OF AMENDMENT/ADDENDUM. Bidders shall acknowledge receipt of any amendments/Addenda to this Invitation by identifying the amendment number and date in the space provided on the form labeled “Signature of Firm’s Authorized Representative”.

2. ADDRESSES FOR NOTICES. Any notice required to be given or which may be given under this Invitation or the resultant price agreement shall be in writing and delivered in person or via first class mail to the following address:
   
   Central New Mexico Community College
   Purchasing Department
   525 Buena Vista, SE
   Albuquerque, NM 87106

3. ALTERNATE BIDS. The brand names, part and or catalog numbers are used to describe the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Alternate bids will be accepted and considered, unless otherwise specified in the supplementary bid terms and conditions, provided they are equal to and meet all specifications of this Invitation which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and or technical specifications. Failure to do so may cause offer to be declared non-responsive. CNM reserves the right to make the final determination of whether an alternate bid is equal. It is the contractor’s responsibility to provide, as part of the bid, descriptive literature and specification information on all alternates bid. If the bid is not clearly identified as an alternate item, it is understood that the items are bid as specified.

4. AWARDS. CNM reserves the right to make multiple awards of the items, projects and/or sections of this Invitation. Price agreements may be awarded on a unit basis for each individually numbered item to the lowest responsible bidder; or when a group of items have been consolidated for uniformity, it may be necessary to bid all inclusive items to receive consideration.

5. BID OPENING. Bid will be opened publicly on the bid due date and time specified on the bid cover sheet in the Purchasing Department Office. Anyone may attend the opening.

6. CANCELLATION. CNM reserves the right to cancel without penalty this Invitation, the resultant price agreement or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of CNM.

7. CHANGES/ALTERATIONS AFTER AWARD. Changes or alterations after the award can only be made if agreed to in writing by CNM.

8. CONTRACT. CNM’s purchase order shall be considered the binding agreement/contract. In the event of any inconsistent or incompatible provisions, the purchase order (excluding contractor’s bid) shall take precedence, followed by the provisions of the Invitation to Bid, and then lastly, the terms of the vendor’s bid response.

9. DELIVERY. Delivery is an important consideration and may be a factor in determining the award. Please state your earliest delivery date in the space provided on the response form. Delivery to be made to Receiving/Warehousing, CNM, 901 Buena Vista SE, Albuquerque, NM 87106, unless otherwise specified.

10. DELIVERY DELAYS. If after award, the contractor becomes aware of possible problems that could result in delay in the agreed-to delivery schedule, the contractor must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the contractor of his/her contractual obligations. However, failure to notify CNM promptly will be a basis for determining the contractor responsibility in an otherwise excusable delay.

11. DISCREPANCIES. If any bidder is of the opinion that the bid specifications as written preclude him/her/it from submitting a response to this Invitation to Bid, it is specifically requested that the bidder’s opinion be made known to the Buyer, in writing, at least seven (5) days prior to the established bid opening date.

12. EQUIPMENT REQUIRED. The contractor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Invitation except as otherwise noted in the Specifications.

13. EXCLUSIVE RIGHTS. Under no circumstances shall this Agreement be construed or deemed to be a contract whereby CNM grants Contractor exclusive right to furnish CNM its needs or requirements for services described herein.

14. FINANCIAL STATEMENTS REQUIRED. All bidders may be required to submit with their bid their most recent Income Statement, Balance Sheet, and Statement of Cash Flows.

15. FORCE MAJEURE. Neither party to the resultant agreement will be liable to the other for any failure or delay in performance under the resultant agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing or late in performing.

16. GENERAL TERMS AND CONDITIONS. CNM's General Terms and Conditions are an equal and integral part of this Invitation.

17. GOVERNING LAW. This Invitation and the resultant price agreement will be interpreted and governed by the Laws of the State of New Mexico.

18. INSPECTIONS. The contractor shall be responsible for securing at his/her expense, all required inspections to comply with Federal, State, and or local regulations governing the work performed under this Invitation. CNM will inspect all work done under this invitation to verify compliance with specifications contained herein. The contractor shall call for all required inspections and have a representative present at all inspections.

19. INVITATION IS ENTIRE AGREEMENT. This Invitation constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered nor amended in any way except as provided for in this Invitation.

20. INVITATION TERMS PART OF CONTRACT. This Invitation along with its attachments will be considered to be part of the resultant price agreement and or purchase order and is to be incorporated by reference.
21. **LATE SUBMISSIONS.** Late submissions of bids will not be considered unless it is determined by CNM that the late receipt was due solely to mishandling by CNM or if the bid is the only one received. All other late submissions will be returned unopened.

22. **MODIFICATIONS.** Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening.

23. **NEW MATERIALS REQUIRED.** All materials and equipment delivered and or installed under this Invitation shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment (unless otherwise specified in the supplementary bid terms and conditions). Where two or more units of the same class of materials and or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the items shall be submitted to CNM's authorized representative.

24. **NUMBER FOR BID CLARIFICATION.** The Bidder should include a local or toll-free number for bid clarifications. Failure to do so may result in the bid being declared non-responsive.

25. **OPTION TO RENEW.** CNM reserves the option to renew the resultant agreement, contingent upon fiscal funding, as provided for within Section 13-1-150 NMSA 1978, if such renewal is found to be in the best interests of CNM. Renewal options will be exercised in increments of one-year terms unless otherwise agreed to by both parties.

26. **OWNERSHIP OF MATERIAL.** During the term of the resultant agreement, ownership of all data, material, and documentation originated and prepared by the contractor for CNM shall belong exclusively to CNM.

27. **PACKAGING.** Packaging of materials shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the contractor's expense.

28. **PAYMENT DISCOUNTS.** CNM will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the lowest responsible bidder.

29. **PERIOD FOR BID ACCEPTANCE.** The Bidder agrees, if his/her bid is accepted within 90 calendar days of the closing date, to furnish the goods and services at the prices set forth in his/her bid, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in removal from the list. An additional time period may be requested elsewhere in this Invitation.

30. **PUBLIC INFORMATION.** All information, except that marked as confidential, will become public information at the time that the Bid is opened. Confidential information must be marked “CONFIDENTIAL” in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

31. **RELEASES.** Upon final payment of the amount due under the terms of the resultant agreement, the Contractor shall release CNM, its officers and employees from all liabilities, claims and obligations arising from or under the terms of the resultant agreement. The Contractor agrees not to purport to bind CNM to any obligation not assumed herein by CNM unless CNM has expressly authorized the Contractor to do so and then only within the strict limits of that authority.

32. **REPORTS AND INFORMATION.** At such times and in such forms as CNM may require, there shall be furnished to CNM such statements, records, reports, data and information, as CNM may request pertaining to matters covered by all resultant agreements to this Invitation to Bid.

33. **RESIDENTIAL PREFERENCE.** In evaluating bids for purchases over $20,000 using State funds, residential preference of 5% will be used in compliance with Sections 13-1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. Federal law prohibits the use of residential preference when the expenditure involves Federal funds.

34. **RESPONSIBLE BIDDER.** CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of a bidder (i.e., prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation for bids). Bidder shall provide audited financial statements if requested by CNM.

35. **RESPONSIVENESS OF BIDS.** Bidders are hereby expressly instructed that all bids in response to this solicitation shall meet all specifications and requirements of this solicitation.

36. **SEVERABILITY.** If any provision of the resultant agreement is found invalid or unenforceable, the remainder of the resultant price agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.

37. **SIGNATURE.** The response must be signed by an authorized representative in order for bid to be considered responsive. Compete and return the form labeled “Signature of Firm’s Authorized Representative” with bid response.

38. **SUBMISSIONS OF SAMPLES/DRAWINGS/LITERATURE.** It may be necessary to test samples or have demonstrations to make an award. All samples, when required, shall be furnished free of expense to CNM. Returns shall only be made at the Bidder’s request and expense. Bid samples or descriptive literature should not be submitted unless expressly requested; and, regardless of any attempt by a bidder to condition the bid, unsolicited bid samples or descriptive literature shall be submitted at the Bidder’s risk.

39. **TAXES.** CNM is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on Materials, except construction materials used by a contractor. Services are not exempt. Taxes on services should be included as a separate line item and not included in your base price bid. Applicable taxes are excluded from the evaluation of the bid.

40. **TECHNICALITIES.** CNM reserves the right to waive any technical irregularities in the form of the bid of the low bidder which do not alter price, quality or quantity of the services, construction or items of tangible personal property bid.

41. **TELEGRAPHIC/FACSIMILE BIDS.** Telegraphic/Facsimile bids will not be considered. However, bids may be modified by telegraphic/facsimile notice, provided that the notice is received by the time and date specified for the closing.

42. **TERMINATION.** Termination for cause. If the contractor, for any cause, fails or omits to carry out the work in an acceptable manner, CNM may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Contractor shall be required to take corrective measures within such time. Contractor's failure to comply with such notice and to cure the
deficiency as provided in the notice shall subject the Agreement to immediate termination by CNM. In the event of a for-cause termination, CNM shall terminate the Agreement by delivering to the Contractor a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon delivery of such notice, Contractor shall have the right to receive payment for services performed prior to termination date, including reimbursement then due.

Termination for convenience of CNM. On fifteen (15) business days written notice to Contractor, CNM may terminate the Agreement in whole or in part for its own convenience in the absence of any default by Contractor. In the event of a no-cause termination, CNM shall terminate the Agreement by delivering to Contractor notice of termination without cause specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the fifteenth (15) business day after delivery of the notice. Within ten (10) calendar days of the effective date of termination, Contractor shall deliver to CNM all documents and any other materials developed under the Agreement. Upon delivery of such notice, the Contractor shall have the right to receive payment for services performed to termination date, including reimbursement then due.

43. WITHDRAWAL OF BIDS. Bids may be withdrawn by written notice, telegram or in person by a bidder or an authorized representative any time prior to the award. Bids requiring bid security may result in forfeiture of the security if the bid is withdrawn following the opening.
SECTION B: CENTRAL NEW MEXICO COMMUNITY COLLEGE
GENERAL TERMS AND CONDITIONS

1. Inspection and Audit. a. CNM may inspect, at any reasonable time, any part of Seller's place or places of business which is related to the performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the discretion of CNM. Any testing or inspection procedures required by the specification are in addition to CNM's rights under this paragraph.

b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to CNM under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to review said records both before and after payment. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

2. Warranties. Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express and implied, are incorporated herein.

3. Acceptance and Rejection. If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or if, if CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct such non-conformity within a reasonable period of time, or reject the materials, supplies or service at an equitable reduction in price at CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive CNM's right to claim damages for breach.

4. Assignment. This order is assignable by CNM. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of CNM.

5. Changes. CNM may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of CNM. Any claim of Seller for an adjustment shall be made in writing within thirty (30) days from the date of receipt of Seller of notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. Termination and Delays. CNM, by written notice stating the extent and effective date may terminate this order for convenience in whole or in part, at any time. CNM shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount to be approved by CNM, and not otherwise recoverable from other sources by Seller, with respect to the undelivered or unaccepted portion of this order. Provided, however, compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits.

CNM may terminate this order by written notice in whole or in part for Seller's default if Seller refuses or fails to comply with the provision of this order, or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, CNM may, at Seller's expense secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by CNM, including incidental and consequential damages. If, after notice of termination, CNM determines Seller was not in default, or if Seller's default is due to failure of CNM, termination shall be deemed for the convenience of CNM.

The rights and remedies of CNM provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

As used in this paragraph, the word "Seller" includes Seller and its subsuppliers at any tier.

7. Affirmative Action. Seller shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap. Seller agrees to: a) adhere to the principles set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for handicapped persons, minority group persons and women; b) take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; c) communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large; d) provide CNM on request a breakdown of labor force by ethnic group, sex, and job category; and e) discuss with CNM its policies and practices relating to its affirmative action program.

8. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or allowed to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses which is related to demands, and claims and shall defend any suit or action brought against any of them based upon any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys fees, in connection with such a suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order.

9. Patent and Copyright Indemnity. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.

10. Discounts. Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by CNM's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

11. Penalties. The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. Title and Delivery. Title to the materials and supplies passed hereunder shall pass to CNM at the F.O.B. point specified subject to the right of CNM to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notice to CNM and obtain approval from CNM's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.

13. Payment Charges. Late payment charges shall be paid in the amount and under the conditions stated in Section 13-1-158, NMSA 1978.

14. Other Applicable Laws. Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

15. OSHA Regulations. The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this Invitation. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANYED BY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

16. Debarment/Suspension. In performing the services and/or furnishing the goods specified within this purchase order, the vendor/subcontractor certifies that it is not suspended, debarred or declined ineligible from entering into contracts with the Executive Branch of the Federal Government, any State agency or local public body; nor is in receipt of a notice of proposed debarment or suspension from the Executive Branch of the federal Government, any State agency or local public body.

17. Applicable Law. Each party acknowledges that the New Mexico Procurement Code, NMSA 1978 13-1-28 through 13-1-158, and applicable Federal and State laws, are applicable to this purchase or contract agreement of tangible personal property, services and construction, including participation made pursuant to this purchase order. Further, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent result from negligence of its employees and agents and that the liability of CNM shall be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, NMSA 1978 41-4-1 through 2-7, as amended.

SECTION 2
GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and condition of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contract" shall mean "this order", the term "Government" and "Contracting Officer" shall mean "Albuquerque CNM" and the "Director of Purchasing," respectively.

The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

* Anti-kickback Procedures: 52.203-7
* Buy American Act and Balance of Payments Program 52.222-701
* Cost of Work Hours and Equipment Under Timed Service Contracts 52.222-4
* Equal Employment Opportunity 52.222-26
* Integrity of Unit Prices 52.215-6(b)
* Notice to the Government of Labor Disputes 52.222-3
* Preference for U.S. Flag Air Carriers (For internal air travel) 52.247-63
Restriction on Subcontractor Sales to the Government 52.203-6
Service Contract Act of 1965 (Reserved) 52.222-41
* Termination for Convenience of Government
  (Education and other Nonprofit Institutions) 52.249-5(a)(f)

CNM reserves all administrative, contractual, and legal remedies against Seller in case of any breaches of the contract.* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.
SECTION C
T-2806 “Printing of CNM Letterhead and Envelopes”

SCOPE OF WORK AND SPECIFICATIONS

CNM’s DPC and Materials Management Office is requesting bids to establish an indefinite Price Agreement for the printing of CNM Logo Letterhead Paper and Envelopes on an as needed basis. Bidders are encouraged to submit prices on any or all items as their ability to furnish dictates. The term of the Price Agreement shall be for one year from date of award with the option to renew for seven (7) additional one year periods per NMSA 13-1-150. Note: CNM is eligible for academic pricing. CNM is a secondary educational institution supported by the State of New Mexico.

All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this agreement. All freight, insurance, and other associated costs are to be included in the unit costs bid. The bidder should present in detail all products and services offered in response to this invitation. It is the bidder’s responsibility to make sure all products proposed are adequately described. Any offer which proposes like quality, design or performance will be considered, providing sufficient descriptive literature, specification sheets, etc. are included to properly evaluate the equivalency. It should not be assumed that the buyer has specific knowledge of the products proposed, but has sufficient technical background to conduct an evaluation when presented complete information. Sample products and/or additional information to support an “or approved equal” may be required at no charge to CNM. Such items shall be delivered to the Purchasing Department within three (3) working days of the request. CNM WILL BE THE SOLE JUDGE OF EQUIVALENCY.

SCOPE OF WORK

CNM desires to enter into a multi-year, indefinite quantity Price Agreement for CNM Logo Letterhead Paper and Envelopes as stated below. Contractor shall furnish letterhead paper and envelopes on an as needed basis per the below stated specifications. Quantities stated below are estimates only. It is CNM’s intent to order both letterhead paper and envelopes in various quantities. CNM expects the contractor to deliver ordered quantities to CNM Shipping and Receiving Warehouse no later than five (5) business days after receipt of order. Product is to be delivered to 901 Buena Vista SE, Albuquerque, NM 87106.

The duration of this contract shall be one (1) year following award of the contract. At the completion of the first year, this contract is subject to review and may be extended contingent upon fiscal funding and vendor performance. CNM reserves the option to renew the resultant price agreement. These renewal options will be exercised in increments of one-year terms. Price increase(s) shall only be considered upon annual price agreement renewal and must be approved by CNM buyer. Vendor must submit a written request for the increase with supporting documentation. Pricing will allow for an increase upon renewal not to exceed 5% escalation. Price increase(s) shall become effective only upon written approval via a revision to this price agreement. The increase unit price shall not affect any outstanding orders.

NOTE: Art work for both CNM logo and wording will be provided by CNM’s Marketing and Communications Office. Reference the attached Exhibits A - I samples.
INSTRUCTIONS TO BIDDERS

Bidders are encouraged to submit prices on any or all items as their ability to furnish dictates.

1. All prices shall be F.O.B. Destination and shall include all charges, including but not limited to freight, insurance, and other associated costs that may be imposed in fulfilling the terms of this agreement.

2. The bidder should present in detail, all products and services offered in response to this invitation. Bidders shall provide enough information to support that items offered meet all critical specifications identified in Bidder’s Response Form.

3. In the event that CNM should decide to change the standard format of the letterhead and or envelopes due to change the name, design, logo, or artwork at any time in the resultant contract period, bidder’s are required to provide a one-time (per occurrence) fee for making these changes to all letter head and envelopes required. The fee will only be charged to CNM if a change is required by CNM’s Marketing and Communications Office and the fee would apply only once per standard format change. Minor changes made to envelopes for the various departments shall be indicated under each lot with an “A” on the bid response form.

4. Brand name or equal specification:
   a. Alternate brands will be considered.
   b. The use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.
   c. Any offer that proposes like quality, design or performance will be considered, providing sufficient descriptive literature, specification sheets, etc. are included to properly evaluate the equivalency.
   d. It is the bidder’s responsibility to make sure all products proposed are adequately described.
   e. Bidders shall provide brand name, model, and all applicable part numbers, for all substitute items offered, in Section D of the Bidder’s Response Form.

5. It should not be assumed that the buyer has specific knowledge of the products proposed, but has sufficient technical background to conduct an evaluation when presented complete information.

6. Sample products and/or additional information to support an “alternate brand” may be required at no charge to CNM. Such items shall be delivered to the Purchasing Department within three (3) working days of the request. CNM WILL BE THE SOLE JUDGE OF EQUIVALENCY.

7. Questions should be directed to the Buyer, Robert Ortega, (505) 224-4546. If appropriate, CNM Purchasing shall issue a written Amendment/Addendum, which shall thereafter become part of this Invitation to Bid. No oral interpretations shall be binding upon CNM unless reduced to a written Amendment/Addendum issued by CNM Purchasing prior to the bid due date and time.

8. CNM will take advantage of payment discounts offered whenever possible; however payment discounts will not be used as a means to determine the lowest responsible bidder.

9. CNM reserves the right to make multiple awards of the items or sections of this Invitation but it is CNM’s intention to make award to one vendor.

10. Vendor shall reprint letterhead or envelopes at no cost to CNM, if misprints/corrections were vendors’ error.

11. Ownership: CNM requires that any design ideas or concepts provided to CNM as a result of this service shall become the property of CNM and may be used by CNM at any time. All rights of ownership will reside with CNM.

12. Please return in duplicate, Sections D, E, G and supporting documentation for all substitute items. Retain all remaining pages for your files.
SECTION D  
Response form for T-2806 CNM Letterhead and Envelopes

Company Name ______________________

Residential Preference Number __________

NOTE: BIDDERS MUST SUBMIT A VALID RESIDENTIAL PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE TO RECEIVE THE 0.95 MULTIPLIER AS APPLICABLE PER NMSA 13-1-21.A THROUGH 13-1-21.L (3).

BID AS FOLLOWS: BID SHALL BE BASED UPON OVERALL PRICING AND ADDITIONAL FEES FOR BID ITEMS 1 - 10

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Print 8.5&quot; x 11&quot; 24lb white linen with CNM logo and 2 color print. Art and logo will be provided by CNM. (reference Exhibit A)</td>
<td>1 Ream of 500 each</td>
<td>1 Case of 5,000 each</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$____ Ream</td>
<td>$________ Case</td>
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<td></td>
<td></td>
<td>(Price Per Ream of 500 ea.)</td>
<td>(Price Per Case of 5,000 ea.)</td>
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<tr>
<td>2</td>
<td>Print #10 white envelopes, rounded back flap, 24lb linen with CNM logo on front upper left corner and CNM address on back flap. CNM Logo in 2 color PMS. Art and logo will be provided by CNM. (reference Exhibit B)</td>
<td>1 Box of 500 each</td>
<td>1 case of 2,500 each</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$____ Box</td>
<td>$________ Case</td>
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<tr>
<td></td>
<td></td>
<td>(Price Per Box of 500 ea.)</td>
<td>(Price Per Case of 2,500 ea.)</td>
</tr>
<tr>
<td>3</td>
<td>Print #10 white envelopes, rounded back flap, 24lb (non-linen) with CNM logo and address on front upper left corner. CNM address and Logo in 2 color PMS. Art and logo will be provided by CNM. (reference</td>
<td>1 Box of 500 each</td>
<td>1 case of 2,500 each</td>
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<tr>
<td></td>
<td></td>
<td>$____ Box</td>
<td>$________ Case</td>
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<td>(Price Per Box of 500 ea.)</td>
<td>(Price Per Case of 2,500 ea.)</td>
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<td></td>
<td>Exhibit C)</td>
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<tr>
<td></td>
<td><strong>4</strong> Print #10 Window white envelopes, rounded back flap, 24lb (non-linen) with security tint. CNM Logo and address in Upper left corner. CNM Logo in black and white (no PMS color). Art and logo will be provided by CNM. (reference Exhibit D)</td>
<td>1 Box of 500 each</td>
<td>1 case of 2,500 each</td>
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<td></td>
<td></td>
<td>$______ Box</td>
<td>$___________ Case</td>
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<tr>
<td></td>
<td></td>
<td>(Price Per Box of 500 ea.)</td>
<td>(Price Per Case of 2,500 ea.)</td>
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<td></td>
<td><strong>4.A</strong> Fee to add Departmental name only on lot 4</td>
<td>$___________</td>
<td>Artwork fee</td>
</tr>
<tr>
<td></td>
<td><strong>5</strong> Print #10 white envelopes, rounded back flap, 24lb (non-linen) with CNM logo and address with Department names on front upper left corner. CNM Logo in 2 color PMS Art and logo will be provided by CNM. (reference Exhibit E)</td>
<td>1 Box of 500 each</td>
<td>1 case of 2,500 each</td>
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<td></td>
<td></td>
<td>$______ Box</td>
<td>$___________ Case</td>
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<td>(Price Per Box of 500 ea.)</td>
<td>(Price Per Case of 2,500 ea.)</td>
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<td></td>
<td><strong>5.A</strong> Fee to change Departmental name only on lot 5</td>
<td>$___________</td>
<td>Artwork fee</td>
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<tr>
<td></td>
<td><strong>6</strong> Print #10 window white envelopes, rounded back flap, 24lb (non-linen) with CNM logo on front upper left corner and addition of various Department names. CNM logo in black and white. Art and logo will be provided by CNM. (reference Exhibit F)</td>
<td>1 Box of 500 each</td>
<td>1 case of 2,500 each</td>
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<tr>
<td></td>
<td></td>
<td>$______ Box</td>
<td>$___________ Case</td>
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<td></td>
<td>(Price Per Box of 500 ea.)</td>
<td>(Price Per Case of 2,500 ea.)</td>
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<tr>
<td></td>
<td>Fee to change Departmental name only on lot 6</td>
<td>$________ Artwork fee</td>
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<td>7</td>
<td>Print A2 white envelopes, 24lb (non-linen) with CNM logo on front upper left corner in black and white (no PMS color). Art and Logo will be provided by CNM. (reference Exhibit G)</td>
<td>1 Box of 500 each $______ Box (Price Per Box of 500 ea.)</td>
<td>1 case of 2,500 each $__________ Case (Price Per Case of 2,500 ea.)</td>
</tr>
<tr>
<td>8</td>
<td>Print #9 white envelopes, 24lb (non-linen) with CNM logo in Black and White on front upper left corner and addition of various department name and CNM address in center of Envelope in Black and White (Department name subject to change) Art and logo will be provided by CNM. (reference Exhibit H)</td>
<td>1 Box of 500 each $______ Box (Price Per Box of 500 ea.)</td>
<td>1 case of 2,500 each $__________ Case (Price Per Case of 2,500 ea.)</td>
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<tr>
<td>8.A</td>
<td>Fee to change Departmental name only on lot 6</td>
<td>$________ Artwork fee</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Print #9 white envelopes, 24lb (non-linen) using Business Reply Mail print specs provided by USPS and CNM in Black and White. (reference Exhibit I)</td>
<td>1 Box of 500 each $______ Box (Price Per Box of 500 ea.)</td>
<td>1 case of 2,500 each $__________ Case (Price Per Case of 2,500 ea.)</td>
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<tr>
<td><strong>10</strong></td>
<td>Maximum Fee for Format change: Vendor will be required to provide a one-time (per occurrence) fee to change the format of letterhead and envelopes in the event that CNM should decide to change the design/logo/name/art work standard format.</td>
<td></td>
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<tr>
<td><strong>Totals:</strong></td>
<td>$________</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total:</strong></td>
<td>$________</td>
<td><strong>Add All Totals for Overall Pricing</strong></td>
<td></td>
</tr>
</tbody>
</table>
SECTION E
SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

By signing below, contractor acknowledges that it is a competent firm capable of providing the items and/or services requested, properly licensed for providing the items or services specified, has read this Invitation to Bid, understands it, and agrees to be bound by its terms and conditions. Contractor hereby agrees to furnish items and/or services at the prices quoted, pursuant to all requirements and specifications contained in this document, upon receipt of an authorized purchase order from the purchasing department, and further agree that the language of this document shall govern in the event of a conflict with its bid. The undersigned, being duly authorized to sign bidding documents and act on behalf of the contractor in an official capacity, certifies that the items and/or services offered on this Invitation to Bid meet or exceed all specifications, terms and conditions as described in this Invitation to Bid without exceptions. I understand that items and/or services not meeting all specifications, terms and conditions will be rejected and all costs shall be borne by the contractor.

Please fill in all spaces below:

Company Name

Address

City, State, Zip

Phone Number

FAX Number

Contact Person for Clarification of Bid Response

Residential Preference Number (Applies to BIDS over $20,000 only)


NM Tax ID

Federal Tax ID

Applicable NM License Numbers

Is your firm a "New York state business enterprise"? Yes____ No____ If yes, provide supporting documentation.

Acknowledgment of Amendment/Addendum

Specify Number(s) and Date(s)

#  date  #  date  #  date  #  date  #  date

Printed/Typed Name and Title of Individual Signing

Signature of Member Authorized to Sign for Firm

DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM

DEBARMENT/SUSPENSION STATUS

1. The vendor/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 of proposed debarment from any State agency or local public body.

2. The vendor/contractor agrees to provide immediate notice to CNM's Purchasing Department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this bid but prior to the award of the purchase order/contract.

NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing bid (such persons, firm and/or corporation hereinafter being referred to as the vendor/contractor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm, or corporation, or any person duly representing the same joining and participating in the submission or the foregoing bid/proposal, has directly or indirectly entered into any agreement or arrangement with any other vendor/contractors, or with any employee of CNM, or any person, firm or corporation under contract with CNM whereby the contractor, in order to induce the acceptance of the foregoing bid by CNM has paid or is to pay any other vendor/contractor or to the aforementioned persons anything of value whatsoever, and that the vendor/contractor has not directly or indirectly entered into any agreement or arrangement with any other vendor/contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above Non-Collusion Affidavit and Debarment/Suspension Disclosure Statement and that he/she understands and will comply with these requirements. The undersigned further certifies that he/she have the authority to certify compliance for the vendor/contractor named below.

Signature

Printed/Typed Name

Title

Date

Company

Address

City/State/Zip

BID #T- 2806, Advertise Saturday, November 13, 2010
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SECTION F
INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE
The Contractor shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of Insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. The Governing Board of Central New Mexico Community College, Central New Mexico Community College, its agents, servants and employees are held as additional insured.

2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the Owner."

COMPENSATION INSURANCE:
The Contractor shall procure and shall maintain during the life of any resultant agreement Worker's Compensation insurance as required by applicable State law for all of the Contractor's employees to be engaged at the site referred to in this solicitation in case of any such work sublet, the Contractor's Worker's Compensation insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than $50,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE:
The Contractor shall maintain insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extension or renewals. The limits effective July 1, 1992 are:

- $400,000 per person/$750,000 per occurrence plus $75,000 for medical and $100,000 for property damage for a total maximum liability of $1,150,000 per occurrence.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:
The Contractor shall procure and shall maintain during the life of this contact Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-1-1 et. seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

- Bodily Injury $750,000. Each Occurrence
- Property Damage $100,000. Each Occurrence

SUBCONTRACTOR'S AND SUB-SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:
The Contractor shall either:

1. Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub-subcontract Public Liability Insurance of the types and amounts specified above or,

2. Insure the activities of the subcontractors or sub-subcontractors in the Contractor's policy as required under this Article.

GENERAL:
All insurance policies are to be issued by companies authorized to do business under the laws of the state in which the work is to be done and acceptable to Owner.

The Contractor shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies.
EXHIBIT I

TO BE USED ONLY WITH FIM - C (Business Reply Mail) AND ZIP CODE:
87106-9971 CK=2

CAUTION:
USE ONLY FOR ADDRESS BEARING THE ZIP+4 CODE ABOVE. SEE PUBLICATION 363 FOR PRINTING REQUIREMENTS.

THIS POSITIVE PREPARED FOR:
CENTRAL NEW MEXICO COMMUNITY COLLEGE
525 BUENA VISTA DR SE
ALBUQUERQUE NM 87106-9971

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www.EnvelopeManager.com (800) 576-3279

******************************************************************************

SIZE: FIM & BARCODE ARE ACTUAL SIZE: DO NOT ENLARGE OR REDUCE!

PLACEMENT: Special care also must be taken to ensure FIMs and barcodes are placed properly on the mail piece. Improper size or placement ensures the mail piece will not meet USPS regulations and defeat their purpose of automation compatibility.

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