



**REQUEST FOR PROPOSAL**  
**RFP 2011-001A**  
**RFP 2011-001B**  
**RFP 2011-001C**

**ADDENDUM NO. 3**

To: Prospective Bidders

From: John N. Tortelli  
Cooperative Educational Services

Date: August 13, 2010

Cooperative Educational Services (CES) has received the following questions regarding RFP 2011-001A, 2011-001B and 2011-001C by mail, e-mail, or fax. Please accept the following as responses to the questions submitted.

**Submitted by:** Dominic Johnson  
A-TURF, INC.

**Question 1:**

It has come to our attention that we do not yet have our specialty license in New Mexico. We have begun the process. Is it possible that our RFP will still be considered if our license is pending? How many other turf companies have shown an interest?

**Background:**

Taken from the General Terms and Conditions, page 18:

**Contractor's License:** A document issued by New Mexico Construction Industries Division (NMCID) to the contractor that authorizes Offerors to undertake or propose to undertake, supervise, and subcontract others to construct or to provide mechanical or structural service for a structure or improvements. Contractors will have all the New Mexico licenses to perform and provide the services themselves or to subcontract with other qualified firm(s). Copies of licenses will be submitted by the Offeror with its response. The Offeror agrees to keep and ensure that any required licenses for it and subcontractor are current and in compliance with the rules and regulations of the New Mexico NMCID.

Taken from the General Terms and Conditions, pages 24-25:

**NMDOL Contractor Registration Requirement:** In order to submit a bid or response to a request for proposal valued at more than sixty thousand dollars (\$60,000) or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) and for a public works project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978), the contractor, serving as a prime contractor or subcontractor, shall be registered with the New Mexico Department of Work force Solutions, Public Works.

Because this solicitation is for an indefinite quantity and the amount of work to be performed on individual projects is not known, CES is requiring that all Offerors be registered on or before the date of the proposal opening.

Taken from New Mexico State Statutes:

**Contractor** – As defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978, "contractor":

- A. Means any person who undertakes, offers to undertake by bid or other means, or purports to have the capacity to undertake, by himself or through others, contracting. Contracting includes constructing, altering, repairing, installing or demolishing any:
1. road, highway, bridge, parking area or related project;
  2. building, stadium or other structure;
  3. airport, subway or similar facility;
  4. park, trail, bridle path, athletic field, golf course or similar facility;
  5. dam, reservoir, canal, ditch or similar facility;
  6. sewerage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility;
  7. sewerage, water, gas or other pipeline;
  8. transmission line;
  9. radio, television or other tower;
  10. water, oil or other storage tank;
  11. shaft, tunnel or mining appurtenance;
  12. leveling or clearing land;
  13. excavating earth;
  14. air conditioning, conduit, heating or other similar mechanical works;
  15. electrical wiring, plumbing or plumbing fixture, consumers' gas piping, gas appliances or water conditioners; or
  16. similar work, structures or installations which are covered by applicable codes adopted under the provisions of the Construction Industries Licensing Act.
- B. Includes subcontractor and specialty contractor.
- C. Includes a construction manager who coordinates and manages the building process; who is a member of the construction team with the owner, architect, engineer and other consultants required for the building project; and who utilizes their skill and knowledge of general contracting to develop schedules, prepare project construction estimates, study labor conditions and advise concerning construction.

**Contractor License** - As defined in Construction Industries Licensing Act 60-13-12 NMSA 1978. Contractor's license required.

- A. No person shall act as a contractor without a license issued by the division classified to cover the type of work to be undertaken.
- B. No bid on a contract shall be submitted unless the contractor has a valid license issued by the division to bid and perform the type of work to be undertaken; provided this subsection shall not prohibit a licensed contractor from bidding or contracting work involving the use of two or more trades, crafts or classifications if the performance of the work in the trades, crafts or classifications other than the one in which he is licensed is incidental or supplemental to the performance of the work in the trades, crafts or classifications for which he is licensed; and further provided that work coming under the jurisdiction of the mechanical bureau or the electrical bureau of the division must be performed by a contractor licensed to perform that work...

**Public Works Registration** - As defined in Public Works Minimum Wage Act 13-4-13.1 NMSA 1978. Public works registration of contractors and subcontractors is required.

- A. Except as otherwise provided in this subsection, in order to submit a bid valued at more than Sixty Thousand Dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than Sixty Thousand Dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the division. Bidding documents issued or released by a state agency or political subdivision of the State shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.
- B. The State, or any political subdivision of the State, shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself.
- C. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with workforce solutions department rules. The division shall charge an annual registration fee of Two Hundred Dollars (\$200). The division shall issue to the applicant a certificate of registration within Fifteen (15) days after receiving from the applicant the completed registration form and the registration fee.
- D. Registration fees collected by the division shall be deposited in the labor enforcement fund.

**Response 1:**

Based upon the requirements of NMSA 60-13-12 B, “No bid on a contract shall be submitted unless the contractor has a valid license issued by the division to bid and perform the type of work to be undertaken; ...”. Also, in NMSA 13-4-13.1 A, “Except as otherwise provided in this subsection, in order to submit a bid valued at more than Sixty Thousand Dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than Sixty Thousand Dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the division. ...”.

Upon reviewing the requirements of the above noted state statutes, to bid on any category or lot that is considered construction, a valid contractor license and a valid registration with the Department of Workforce Solutions, Labor Relations Division, Labor and Industrial, Public Works is required.

If the Offeror does not have a valid contractor's license or valid registration to bid on public works projects, the Offeror is not precluded from providing equipment, material, supplies, replacement parts or other items not considered construction by the State of New Mexico.

**Submitted by:** Art Moyle  
A K Sale & Consulting Inc

**Question2:**

For both Category 2 and 3 of 2011-001A the minimum warranty is listed as 10 years (See page 114 #22 for Category 2 and page 142 #21 for Category 3).

The industry standard for artificial turf is 8 years; for running tracks it is 5 years and for tennis courts it is 1 year. There is no standard warranty for 10 years without additional cost to the owner and would have to be applied for on a case by case basis. 10 years throughout the industry seems very extensive.

We would be more than happy to supply the standard warranties and note that on our bid. We feel the 10-year requirement should be deleted.

**Background:**

Taken from RFP 2011-001A Category 2, Categorical Terms and conditions item 22 on page 114:

22. All warranties will begin on the date of final acceptance by the Member. The minimum warranty for systems offered is Ten (10) years non-prorated warranty.

Taken from RFP 2011-001A Category 2, Categorical Terms and conditions item 22 on page 133:

G. Guarantee – The contractor is to provide a written guarantee against defective materials or faulty workmanship, excessive color change, excessive wear, and any other feature which is not deemed ordinary wear of an all-weather tennis/basketball court for a period of not less than five (5) years.

Taken from RFP 2011-001A Category 3, Categorical Terms and conditions item 21 on page 142:

21. All warranties will begin on the date of final acceptance by the Member. The minimum warranty for systems offered is ten (10) years non-prorated warranty.

Taken from RFP 2011-001A Category 3, Lot 1, Athletic Field Synthetic Turf - Installation, Repair and Renovation, item 10H on pages 157-158:

H. Warranty

- 1) The Prime Contractor shall provide a warranty to the owner that covers defects in the prep-work, installation and workmanship, and further warrant that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's onsite representative.
- 2) Manufacturer's warranty shall include for a period of eight (8) years:

- a. General wear and damage caused from UV degradation.
  - b. The artificial grass field turf must maintain an ASTM 355 G-max in accordance with product specifications for the life of the warranty.
  - c. The warranty shall specifically exclude vandalism and acts of God beyond the control of the owner or the manufacturer.
  - d. Surface and the adhesives used in the installation are and will be free from defects in material and workmanship.
  - e. All defects for failures relating to field construction, drainage, synthetic grass seam rupture, and synthetic yarn UV stability, excessive wear and tensile strength.
  - f. The warranty must be supported by a paid-up insurance policy from an A.M. Best A-Rated insurance company to ensure that, if warranty work is required during the full eight (8) year required warranty period, the work can be obtained even if the manufacturer/Offeror shall go out of business or no longer exist.
  - g. 100% of field is covered for the entire warranty period in case of catastrophic failure.
  - h. There are no periods of non-coverage during the warranty period.
  - i. No annual deductible per field for warranty repairs.
  - j. The Prime Contractor shall provide a warranty to the owner that covers defects in the prep-work, installation, and workmanship, and further warrant that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the manufacturer's on-site representative.
- 3) The Offeror may offer extended warranties or maintenance agreements if available at an additional cost to Members. The maintenance contract must be offered as a separate line item.

**Response 2:**

In response to Question 2 regarding the warranty for running tracks, the Offeror will provide to the owner a policy that covers defects in materials, workmanship, excessive color change, excessive wear, and any other feature which is not deemed ordinary wear on a running tracks/courts of the type provided for a period of five (5) years from the date of acceptance by the owner. The Offeror is to provide documentation demonstrating the surface manufacturer's warranty is supported by a third party insurance policy for the full five (5) year period issued by an insurance carrier with an A.M. Best rated "A+" or better rating.

In response to Category 3, lot 1 warranty for Field Synthetic Turf, this is addressed in item 10H on pages 157 to 158, see above in the Background for this question.

**Question 3:**

If a responder is not pricing in a certain category such as RS MEANS then does that mean that under the RS MEANS portion of the pricing sheet the responder would lose the cost evaluation points if NA is used?

**Background:**

Taken from Section II: Scope of Work and Specifications, Q. Price And Cost Submittal, pages 50 and 51.

3. Cost evaluation will be based on a point system, with points being awarded for being low to high bidder for each cost evaluation item identified in each category/lot, that is:

- a. Contractor's multiplier/factor applied to the R.S. Means pricing methodologies;
- b. Discounts offered on published retail/price lists;
- c. Normal and customary markup/overhead/profit percentage to be applied to alternative and sole source pricing methodologies;
- d. CES discount percentage applied to normal and customary markup/overhead/profit amount;
- e. Mileage charges, per Diem rate, travel time, etc., if applicable;
- f. If an Offeror leaves an item blank that is required, CES will allot zero (0) points to that item, and if awarded a contract, that item cannot be used in providing products or services. The low bidder will receive the full point value and all other bidders will receive points calculated as follows: (Lowest Bid / Other bid) x point value.
- g. Other points will be awarded for labor rates. Low bid on each labor rate for each category/lot will be awarded the total points for that individual rate. Each labor rate in each category/lot will have a total value of the points indicated, and each other bidder will receive points calculated as follows: (Lowest Bid / Other bid) x point value.
- h. If an Offeror is providing an item at no cost, the offeror will receive the full point value and all other bidders will receive points calculated as follows (Lowest Bid / Other bid) x point value x .70.

**Response 3:**

If an Offeror leaves an item blank or responds with N/A (non-applicable), then no points will be awarded for that cost evaluation item. Any Offeror providing pricing using the Alternative Costing Method and a discount off a published price sheet will be awarded points based upon (Lowest Bid/other bid) x point value for the item. The Evaluation Committee will take into consideration any Offer that does not include RSMMeans pricing providing that pricing was submitted for Alternative Costing Method and discount off published price sheet.

**Submitted by:** Joe Simpson  
VP- UBU Sports, Inc

**Question 4:**

During our pre-conference meeting last week I asked a questions based on the language written in the Scope of Work where as a specific Turf Vendor was listed with their products. My question to you was where you accepting equals and your answer was "yes." Can you please list that so we can see it in black and white perhaps in an addendum?

**Background:**

Taken from the General Terms and Conditions, Brand Names, page 14:

**Brand Names:** The use of the name of a manufacturer, brand name or model numbers is utilized to identify existing equipment or is used to indicate the character, quality, and/or performance equivalence of the commodity on which the offer is submitted. However, CES reserves the right to decide if alternatives to the identified manufacturer and brand are, in fact, equal to that described in the solicitation.

**Response 4:**

As stated in the General Terms and Conditions under “Brand Names”, the use of a manufacturer, brand name or model to identify characteristic, quality and performance standards and properties for equivalence products and services. Whenever a brand name or manufacturer is listed, the Offeror can propose products and services that are equivalent or superior to what is request in RFP 2011-001A, B, & C. The Offeror will need to provide documentation to include but not limited to specification, testing standards, etc.

**Question 5:**

I received addendum #2 for the proposal but weren't you revising all the Defined Pricing Excel Price Book sheets also for all of the "C" section? The forms were missing information - especially D-1-4 for the Bleachers. We only spoke on the phone about this. They are the forms I really need.

**Background:**

**Category 1 Lot 4 Cost Evaluation Information**

The following factors will be utilized to evaluate and award the Category of the RFP. Please note that these are only a few of the items selected to do the evaluation.

1. General Cost Items

- A. Travel Time – This represents any cost associated with employees and/or subcontractors traveling to and from the project site from their home location. Offeror is to indicate the percentage of the individual’s regular hourly rate that is to be charged for travel time. Example: If an individual is paid One Hundred Dollars (\$100) per hour and you charge the customer Fifty Dollars (\$50) an hour, the percent of regular time would be fifty percent (50%).
- B. Per Diem – This represents the costs associated with housing and meals for individuals who have to stay overnight while working on a project. Offeror is to indicate the daily rate to be charged per person. Note: This does not cover transportation costs.
- C. Airfare and Vehicle Rental – This represents the cost for providing public transportation and/or vehicle rentals to workers to travel to and from a project site. Offeror is to indicate the percentage of mark-up/overhead/processing cost to be added to the actual expense incurred by the Offeror to provide transportation. Example: Airfare was Two Hundred Dollars (\$200); the Offeror bills the customer Two Hundred Twenty Dollars (\$220). The percentage of mark-up/overhead/processing cost would be ten percent (10%).
- D. Mileage Rate – This represents the per mile cost to the customer when a company-owned vehicle is used for transportation. Offeror is to indicate per mile charge; for example, Forty-Five Cents (\$.45) per mile.
- E. Performance and Payment Bond Costs – This represents the cost the vendor incurs to provide a performance and payment bond to the Owner for an individual project when it is required. The Offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate; for example, two percent (2%).
- F. Bonding Capacity – This represents the Offeror’s maximum level of bonds that they can obtain at any one time. Offeror is to indicate their bonding capacity and provide documentation from the security company to substantiate the amount.
- G. Alternative Methods of Costing – These methods include the custom manufactured items, items not covered by other methods and sole source. Offeror is to indicate the percentage of overhead and/or markup to be

added to these costs to obtain the retail cost on which the CES discount can be taken to arrive at the CES price.

- H. R.S. Means Discount – This represents the discount off the R.S. Means cost to provide construction goods and services not covered by other pricing methods. Offeror is to indicate the percent of discount that a CES Member or Participating Entity will receive after calculating the cost of goods and services provided utilizing the R.S. Means method. Example: If the R.S. Means total cost, excluding bond and taxes, is Twenty Thousand Dollars (\$20,000) and the Offeror’s discount is ten percent (10%), the billable amount would be Eighteen Thousand Dollars (\$18,000).
  - I. Discounts Provided on Price List and Catalogs – This represents the average discount provided by the Offeror on stated prices.
- 2. Labor Rates – Hourly rates for individual(s) who may perform services on an as-needed basis specializing in athletic seating.
    - A. Project Design/Development Consultant – A professional with experience and background in surveying, evaluating, consulting, designing and developing proposed solutions for athletic seating.
    - B. Project Coordinator/Foreman – An individual assigned to an individual project that coordinates, supervises, oversees and manages day-to-day operations during a project.
    - C. Installer (Tradesman) – An individual who is licensed and/or certified to perform work relating to a specialized product and/or service required to install a product.
    - D. Labor (General) – An individual who is not licensed and/or certified to perform specialized work, but assists the installer and/or performs various tasks related to a project.
  - 3. Service rates for individual lots and for a selected number of items – Offeror must indicate for each of the items what their cost would be to perform each of the items listed.

**Response 5:**

The following are changes or additions:

- 1. Add the following to Category 1 lot 4 in the Cost Evaluation Information under item 1. General Cost Items:
  - a. Offeror’s Support for CES Pricing, Percent of difference between CES price and individual entity price.
- 2. Delete the following to Category 1 lot 4 in the Cost Evaluation Information under item 1. General Cost Items:
  - a. Airfare and Vehicle Rental.
  - b. Bonding Capacity.
- 3. Change the following to Category 1 lot 4 in the Cost Evaluation Information under item 2 Labor Rates:
  - a. Change athletic seating to Indoor and Outdoor Portable and Relocatable Bleachers.
- 4. Add the following to Category 1 lot 4 in the Cost Evaluation Information under item 3. Service rates for individual lots and for a selected number of items – Offeror must indicate for each of the items what their cost would be to perform each of the items listed:
  - a. Maintenance Agreements
  - b. Extended Warranties
  - c. Replacement parts
  - d. Other items the Offer would like to include.

The Following will be added to Form D-1-4 Mandatory Excel Price Sheet for Category 1 Lot 4:

- 1. Performance and Payment Bond Costs – This represents the cost the vendor incurs to provide a performance and payment bond to the Owner for an individual project when it is required. The Offeror is to indicate the

percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate; for example, two percent (2%).

2. R.S. Means Discount – This represents the discount off the R.S. Means cost to provide construction goods and services not covered by other pricing methods. Offeror is to indicate the percent of discount that a CES Member or Participating Entity will receive after calculating the cost of goods and services provided utilizing the R.S. Means method. Example: If the R.S. Means total cost, excluding bond and taxes, is Twenty Thousand Dollars (\$20,000) and the Offeror's discount is ten percent (10%), the billable amount would be Eighteen Thousand Dollars (\$18,000).

**CES has provided a revised form D-1-4.**

**CES Correction to RFP 2011-001C**

The following are changed or additions to RFP 2011-001C Category 1 lot 1:

1. Delete the following from Category 1 Lot 1 in the Cost Evaluation Information under item 1. General Cost Items:
  - a. Airfare and Vehicle Rental
  - b. Bonding Capacity
2. CES correct Region 3 & 4 for Form D-1-1.
3. **CES has provided a revised form D-1-1.**

The following are changed or additions to RFP 2011-001C Category 1 lot 2:

1. Delete the following from Category 1 Lot 2 in the Cost Evaluation Information under item 1. General Cost Items:
  - a. Airfare and Vehicle Rental
  - b. Bonding Capacity
2. CES correct Region 3 & 4 for Form D-1-2.
3. **CES has provided a revised form D-1-2.**

The following are changed or additions to RFP 2011-001C Category 1 lot 3:

1. Delete the following from Category 1 Lot 3 in the Cost Evaluation Information under item 1. General Cost Items:
  - a. Airfare and Vehicle Rental
  - b. Bonding Capacity
2. CES correct Region 3 & 4 for Form D-1-3.
3. **CES has provided a revised form D-1-3.**

The following are changed or additions to RFP 2011-001C Category 1 lot 5:

1. Delete the following to Category 1 lot 5 in the Cost Evaluation Information under item 1. General Cost Items:
  - a. Airfare and Vehicle Rental
  - b. Bonding Capacity
2. CES correct Region 3 & 4 for Form D-1-5.
3. **CES has provided a revised form D-1-5.**

The following are changed or additions to RFP 2011-001C Category 2:

1. Delete the following to Category 2 in the Cost Evaluation Information under item 1. General Cost Items:
  - a. Airfare and Vehicle Rental
  - b. Bonding Capacity
2. CES correct Region 3 & 4 for Form D-2.
3. **CES has provided a revised form D-2.**

The following are changed or additions to RFP 2011-001C Category 3:

1. Delete the following to Category 3 in the Cost Evaluation Information under item 1. General Cost Items:
  - a. Airfare and Vehicle Rental
  - b. Bonding Capacity
2. CES correct Region 3 & 4 for Form D-3.
3. **CES has provided a revised form D-3.**

The following are changed or additions to RFP 2011-001C Category 4 Lot 1:

1. Delete the following to Category 4 Lot 1 in the Cost Evaluation Information under item 1. General Cost Items:
  - a. Airfare and Vehicle Rental
  - b. Bonding Capacity.

The following are changed or additions to RFP 2011-001C Category 4 Lot 2:

1. Delete the following to Category 4 Lot 2 in the Cost Evaluation Information under item 1. General Cost Items:
  - a. Airfare and Vehicle Rental
  - b. Bonding Capacity.

The following are changed or additions to RFP 2011-001C Category 4 Lot 3:

1. Delete the following to Category 4 Lot 3 in the Cost Evaluation Information under item 1. General Cost Items:
  - a. Airfare and Vehicle Rental
  - b. Bonding Capacity.

**The following applies to RFP 2011-001A, B & C**

In case you are having problem printing all the information from the Microsoft Excel formatted Form D for all Categories and lots, you need to clear the print area. To clear the print area go to File > **Print Area** > **Clear Print Area**.

If you have any questions regarding this Addendum, please contact my office at 505-344-5470.

By dating, signing, and including this page in your response, the Offeror acknowledges receipt of Addendum No. 3.

**(Please place behind Tab 1 of your response).**

Date: \_\_\_\_\_ Company Name (Print): \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_