



**REQUEST FOR PROPOSAL
RFP 2011-007**

ADDENDUM NO. 2

To: Prospective Bidders

From: John N. Tortelli
Cooperative Educational Services

Date: May 18, 2011

Cooperative Educational Services (CES) has received the following questions regarding RFP 2011-007 by mail, e-mail, or fax. Please accept the following as responses to the questions submitted.

Submitted by: Larry Brown, MS,CSI,CDT, LEED AP
GMX Hard Water Treatment
GMX Natural Gas Treatment
Mfgr. Rep. /Distributor

Question 1:

Do we need to have errors and omissions in place prior to submitting the proposal, or is this to be added upon award of contract? I see it written both ways in Terms & Conditions.

Background 1:

Taken from Section I, F. Listing of General Terms and Conditions, Insurance, on page 24.

Insurance: On contract award, the contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under this contract, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by any of the contractors or by anyone for whose acts contractor may be liable during the entire performance period of this contract. The contractor must furnish a Certificate of Insurance to the CES procurement officer prior to official award. If policy changes occur during the life of the contract, it is the contractor's responsibility to provide updated proof of coverage to the CES procurement officer.

1. Bidders will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes.
2. Bidders will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death, and property damage. Insurance will include "occurrence" claim provisions. Minimum acceptable coverage is \$1,050,000 combined single limit for bodily injury and property damage, or \$750,000 bodily injury and \$250,000 property damage (each occurrence). **The Offeror will name CES and the CES Member as co-insured up to the limits of the Tort Claims Act. Additional punitive damages liability to \$500,000 will be provided naming CES as co-insured.**
3. Bidders will submit a certificate of errors and omissions insurance for damages caused by an error, omission or any negligent acts caused by Contractor's and its subcontractors in the performance under this agreement. Combined singled limit per occurrence is one million fifty thousand dollars (\$1,050,000) and annual aggregate limit of not less than two million dollars (\$2,000,000). The bidder will provide "Tail" coverage at the completion of any contract entered into by CES or its Members for a minimum of 12 month, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described following contract completion. This will be a condition of the final acceptance of work or services.
4. In addition, contractor must provide, upon request, identical certification of insurance to any CES Member using this contract. Prior to commencing any work, any subcontractor must procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor and CES/CES Member.

Taken from Section II, Category 1, Categorical Terms and Conditions, Item 15 on page 46.

15. For the term of the contract, the contractor will maintain an active errors and omissions insurance policy for damages caused by an error, omission or any negligent acts caused by Contractor's and its subcontractors in the performance under this agreement." Combined singled limit per occurrence is one million fifty thousand dollars (\$1,050,000) and annual aggregate limit of not less than two million dollars (\$2,000,000). The bidder will provide "Tail" coverage at the completion of any contract entered into by CES or its Members for a minimum of 12 month, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described following contract completion. This will be a condition of the final acceptance of work or services.

Taken from Section II, Category 2, Categorical Terms and Conditions, Item 16 on page 54.

16. For the term of the contract, the contractor will maintain an active errors and omissions insurance policy for damages caused by an error, omission or any negligent acts caused by Contractor's and its subcontractors in the performance under this agreement." Combined singled limit per occurrence is one million fifty thousand dollars (\$1,050,000) and annual aggregate limit of not less than two million dollars (\$2,000,000). The bidder will provide "Tail" coverage at the completion of any contract entered into by CES or its Members for a minimum of 12 month, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described following contract completion. This will be a condition of the final acceptance of work or services.

Taken from the response to Question 1 in Addendum 1, dated April 29, 2011.

In item 3, CES has reduced the errors and omission insurance requirement to combine single limit per occurrence to two hundred fifty thousand dollars (\$250,000) and annual aggregate limit of not less than five hundred thousand dollars (\$500,000). The rest of the conditions apply.

Response 1:

CES is only requiring errors and omission insurance policy for proposal submission in response to Categories 1 and 2. The proposer will need to provide proof of errors and omission insurance policy with proposal submission.

Question 2:

Back ground check - It has never been required of me to date, so I don't have currently. I have no problem getting one, but do I need to scramble and get it prior to the 27th, or is that something allowed to be done after award and without being penalized in the evaluation process?

Background 2:

Taken from Section IV, Proposal Forms, Form J, Offeror Qualifications, item G on page 114.

G. Describe your company's policies and procedures in regards to complying with the New Mexico Public Education Department (NMPED) mandate regarding security and background checks for individuals working and/or providing services within public school buildings (22-10A-5 NMSA 1978). Please describe or provide a sample of the type of background check in order to comply with this requirement.

Taken from Section IV, Proposal Forms, Form J-1, Subcontractor's Qualifications, item F on page 116.

F. Describe your company's policies and procedures in regards to complying with the New Mexico Public Education Department (NMPED) mandate regarding security and background checks for individuals working and/or providing services within public school buildings (22-10A-5 NMSA 1978). Please describe or provide a sample of the type of background check in order to comply with this requirement.

Response 2:

As a requirement of 22-10A-5C "... for a contractor or a contractor's employee with unsupervised access to students at a public school" a background check is required. As stated "Background 2" information, the proposer will need to provide documentation on how you will comply with this requirement if required by a CES member.

Submitted by: Levi Trujillo
Branch Manager
IDN Acme, Inc.

Question 3:

Can tell me what dollar amount CES has done in contracts last year of locks, door hardware, CCTV, and access control products? I am just looking for an estimate if that is possible.

Background:

None

Response 3:

The dollar amount from 7/1/09 to 5/16/11 is approximately \$124,700.

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

By dating, signing, and returning this page **(please place behind Tab 1 of your response)**, the Offeror acknowledges receipt of Addendum No. 2.

Date: _____

Company Name (Print): _____

Printed Name: _____

Signature: _____