

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

REQUEST FOR BID

RFB Date **Monday, January 12, 2004**

RFB Number: RFB 2004-008

Issue Date: Monday, January 12, 2004

Commodity Titles:

914 Local and Wide Area Network Infrastructure for Various Applications

340 Facility Security and Fire Alarm Systems

915 Telecommunication Systems and Related Services

340, 915 Intercom Systems Relating to Sound, Video, Voice, Data Collection and Distribution and Clock Systems

RFB Due Date **Friday, February 20, 2004**

Day / Date: Friday, February 20, 2004

Time: 1:30 p.m. local time

Location/Mail Address: Cooperative Educational Services
4216 Balloon Park Road N.E.
Albuquerque, NM 87109-5801

Directions: In Albuquerque, take I-25 Northbound. Take Exit 229, Jefferson and proceed 4/10th of a mile west. Turn left on Balloon Park Road N.E. The CES offices will be the third building on the left. The receptionist will receive bids.

RFB Contents Overview

- I. Instruction of Offerors
- II. Scope of Work and Specifications
- III. Conditions Leading to and Including Contract Award
- IV. Bid Forms

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

- ? Section I outlines the RFB, indicates how to prepare a response, and states the General Terms and Conditions.
- ? Section II lists the various commodity titles and, for each, states the Special Terms and Conditions, the Scope of Work and Required Additional Responses.
- ? Section III indicates how the bids will be evaluated and how the awards will be made.
- ? Section IV incorporates the forms used in the bid response.

Legal Advertisement

ADVERTISEMENT FOR BID

Cooperative Educational Services, 4216 Balloon Park Rd NE, Albuquerque, NM 87109, will receive sealed bids until 1:30 p.m. local time, February 20, 2004 for:

- Category 1 Local and Wide Area Network Infrastructure for Various Applications
- Category 2 Facility Security and Fire Alarm Systems
- Category 3 Telecommunication Systems and Related Services
- Category 4 Intercom Systems Relating to Sound, Video, Voice, Data Collection and Distribution and Cbck Systems

All bids must be submitted in a sealed envelope marked "SEALED BID – RFB 2004-008" on the front of the envelope. A list of qualifications and specifications, instructions to bidders and bid forms can be obtained upon request by fax (505-344-9343), mail, e-mail (bids@nmedu.org) or by telephone (505 344-5470) from 8:30 a.m. to 4:30 p.m., Monday-Friday, except holidays.

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

/s/ Max Luft,
Executive Director

PUBLISH: Sunday, January 11, 2004
Sunday, January 18, 2004

Albuquerque Journal
Farmington Daily Times
Las Cruces Sun
Roswell Daily Record
Santa Fe New Mexican

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RFB 2004-008

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SECTION I: INSTRUCTIONS TO OFFERORS

A. INTRODUCTION

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

B. EXAMINATION OF DOCUMENTS

Offerors will carefully examine the REQUEST FOR BID (RFB), which includes Instructions to Offerors, Scope of Work and Specifications, Conditions Leading To and Including Contract Award and Bid Forms.

C. QUESTIONS

Submit all questions about the RFB in writing to Cooperative Educational Services (email to bids@nmedu.org, fax 505-344-9343), or mail to Max Luft, Executive Director.

Replies will be made via the website (www.ces.org//ces/jobrfp/rfprfb_1st.asp) as addenda and will become part of the bid documents. Those not having access to the Internet may call CES either to determine if addenda have been issued or to request to CES by phone or fax that copies of the addenda be mailed. Questions received less than three (3) days prior to bid due date will not be answered.

D. BID SUBMISSION

1. Preparation of the Bid

- a. Bids will be submitted on either unaltered bid forms furnished by CES or a reasonable facsimile thereof. Telegraphic offers, electronic mailgrams, or facsimile machine offers will not be considered.
- b. The Offer, Acceptance of Offer and Contract Award document must be submitted with original ink signature by the person authorized to sign the Offer. If a company or corporation submits the bid, an official or duly authorized agent will sign the bid documents. Powers of Attorney, which authorize agents or others to sign bid forms, must be properly certified by resolution of the Board of Directors, attested to by the Secretary of the corporation, and attached to the bid document. Mistakes may be corrected prior to opening but will be initialed by the person signing the bid documents. Corrections and/or modifications received after the opening time will not be accepted.
- c. In case of an error in extension of prices in the offer, unit prices will govern.
- d. Periods of time stated as a number of days will be in calendar days, not business days.
- e. It is the responsibility of all offerors to examine the entire RFB package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due time and date.
- f. The offeror's ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the offeror's ability to follow

instructions, should they receive an award as a result of this solicitation. Any contract between CES and a vendor requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the bid will be evaluated as a sample of data submission.

2. Format of the Bid

- a. One (1) original of the bid will be submitted on the forms and in the format contained in the RFB. If you choose to extend your offer to schools in Colorado and Texas, include an additional original bid, with original signatures. The bids will contain all descriptive literature, specifications, samples, etc. All bids will be submitted in three-ring binders.
- b. The forms and format as contained in the RFB will be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the order requested. All bids must be completed in ink, on a computer or typewritten. No pencil submissions are allowed. Forms may be filled in by hand, but should be printed.
- c. In preparing a bid, the bid may require the offeror to present a point-by-point response to relevant terms, special considerations and specifications. A bid response that says "See Appendix," "Acknowledge," or "Understood" is not acceptable and may be sufficient to render the bid as non-responsive. Usually, on a term or condition, either the word "accept" is appropriate or the word "exception" with a clarification. Should the offeror take any "exceptions" to this RFB, a summary of those items must be included in the response to be considered valid. Exceptions may be accepted, negotiated, or rejected by CES. Other written responses to questions or request for information must be clearly stated and identified and placed behind the appropriate tab.

3. Contents of the Bid

In order to insure that every bid receives a fair evaluation, it is required that each vendor organize its bid in the following manner:

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

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

Tab 1: The Offer

- Bidders Declaration Form (page 113)
- \$25,000 Security Bid Bond (page 33)
- Signed Offer (page 115)
- The RFB Affidavit page, notarized signature required (page 116)

Tab 2: Introduction

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

Tab 3: General Terms and Conditions

- Terms and Conditions (copy of each page in order)
- Acceptance of all General Terms and Conditions (first line must be signed RFB page 137)

Tab 4: Vendor Qualifications

- Answers as requested (RFB pages 10-13)
- Sub-Contractors List
- Copies of Contractor's NMCID Licenses
- Copy of New Mexico Preference Certificate

- Documentation from offeror's security company
- Certificate of Insurance
- Tab 5: Category
 - Acceptance of Category Terms and Conditions
 - Performance specifications
- Tab 6: Cost Quotation
 - Price information, price sheets from RFB
- Tab 7: Required Forms
 - Offeror's Support for CES Prices (RFB page 139)
 - Questionnaire for Offeror (RFB page 140)
 - Support and Maintenance Plans (RFB page 138)
 - Manufacturer's documents indicating authorized representative, distributor, dealer and/or installer form (RFB page 142)
- Tab 8: Additional Information
 - Additional information that you wish to include
- Tab 9: Offeror's Checklist
 - Make certain everything is included, and then sign form (RFB page 145)
- Tab 10: Literature, slicks, samples and supporting printed material

Step Three: **Go to the last page of this RFB and prepare the Submission Check-off Form. Sign it and place it after Tab 9. Send your bid to CES so that it arrives on or before Friday, February 20, 2004, at 1:30 p.m. local time.**

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

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

4. Vendor Qualifications

All bids must contain answers or responses to the requests listed below. Any offeror failing to respond completely may be considered non-responsive. Please arrange your responses by placing them after Tab 4. One essential part of the evaluation process is for the evaluator(s) to have some information about the company being evaluated. For the evaluator(s) to know if the bid being read is within the capability of the offeror, factual information about the vendor is vital. After the evaluation process is finished and a contract is awarded, the information may be provided to the CES member considering the purchase. This is your opportunity to present your company to those interested evaluator(s) or, if awarded, member staff.

- a. Write a brief history of your company that includes its philosophy of doing business. Generally, CES will not accept an offer from a business less than three (3) years old, or which has failed to establish a proven record of business. If the offeror has recently purchased an established business or has proof of prior success in either this business or a closely related business, please provide written verification. CES reserves the right to

- accept or reject newly formed companies solely based on information provided in this response and from its own investigation of the company. Since any contract awarded by CES is a recommendation to its members to do business with the vendor, organizations with little or no demonstrated ability to perform may be placing its members and it self at risk.
- b. Where are the headquarters of the company located? Provide address, city, and state, and if there are branch offices in New Mexico, please supply those also. How long has your company resided at these locations? For what period of time and in what parts of New Mexico has your company provided the services/products proposed within this response? For the after-sales maintenance/support services offered to CES members, what are the qualifications of your service staff? Provide the name, title, qualifications and experience of the firm's individuals who will be performing under this contract. Describe your service facilities in terms of square feet, service equipment, number of technicians, inventory in stock, and service response time. If you are requesting the in-state five (5%) percent preference, please provide copy of certificate acquired from the New Mexico State Procurement Office.
 - c. Almost every business has professional organizations and associations that provide standards and/or produce evaluations/comparisons for sales use and for other competitive purposes. Has the business or any of the projects/products/services you have provided in the past received an evaluation by any of these groups? Is there a written report or printed article of their findings or any awards or nominations for excellence? Will the products/services you offer in this contract meet or exceed industry standards? If so, please submit copies of the reports and a written narrative describing the standards and awards your products, services or company have received. Also, place copies of articles, sales slicks, catalogs, news clippings or news bulletins that describe these awards and standards after Tab 10.
 - d. Vendors for equipment and products offered on this contract must demonstrate their certification with the manufacturers as a factory authorized, certified dealer, distributor and/or installer of the products with the ability to offer products and services in New Mexico. Include written evidence of factory authorization and certification for all product lines offered from the manufacturer stating the terms, conditions and authority to offer and install their product and provide warranty services if required. If you are a manufacturer, describe from whom, from where, how you will provide and how install your product line, by listing all of your licensed distributors and installers in New Mexico.
 - e. A major problem often facing companies awarded a CES contract is rapid growth, followed by cash flow difficulties. For purposes of determining a bidder's ability to perform financially, attach a letter from your financial institution that indicates the line of credit available to you and evidence of financial stability over the past five (5) years. This letter does not need to identify a dollar amount. Instead, a credit range should be indicated, that is, "credit in the low six figures" or "a credit line exceeding five figures". Will it be necessary for your firm to assign payments to a financial institution in order to perform under this contract? If so, please name any financial institutions that you may use for assignments or for factoring. If you enter into any assignment agreements, will you sign a notarized power of attorney that grants the company receiving the assignment the right to endorse payments from CES? Please attach a sample assignment or factoring agreement with your bid if you intend to use these financial services. The fact that a company uses these services will not reflect on the credit stature of the CES vendor. Since CES requires a 45-day term rather than the more traditional 30 days, such

- payment arrangements may be necessary. Please provide written evidence from your security company stating your firm's current bonding rate and bonding capacity.
- f. Describe your company's policies and procedures in regards to complying with the New Mexico Public Education Department (PED) mandate regarding security and background checks for individuals working and/or providing services within public school buildings. Please provide a sample of the type of background check that you are willing and able to perform for these purposes.
 - g. Unfortunately, the United States of America is now a very litigious society. Provide with this RFB, a certificate of verification of insurance listing the minimum and maximum coverage for liability, vehicle and property damage. CES is not asking you to acquire additional or special insurance for this contract. CES needs proof that you are insured. Before any work can commence, you must provide a certificate that names CES as a certificate holder. Normally, this is a free service provided by an insurance company. Payment and performance bonds may be required for construction projects. Please provide documentation giving the name of the name, address, telephone number and contact person of the bonding company you intend to use for this contract. Provide documented evidence of your bonding capacity and current bonding rate.
 - h. CES is the administrative agency of the Joint Powers Agreement to Establish an Educational Cooperative and its members are the public educational institutions in New Mexico. The sole purpose of CES is to support these institutions in their day-to-day procurement. Describe in writing, your company's ability, willingness and means to sell, deliver, provide and support the proposed products/services to New Mexico educational agencies under the most advantageous conditions including price. No offeror will be denied a contract simply because sales are limited to New Mexico. However, CES, as an agent of the public educational institutions, will not enter into a contract with a vendor who has an existing contract that would be more advantageous than a CES contract to sell and provide products and services to New Mexico agencies. Do you currently have or plan to have such state or other contracts, that is, SPD with the State Procurement Division and/or Albuquerque Public Schools? If so, why do you wish to secure a CES contract, and how would the CES contract be more advantageous in pricing or other services over other cooperative contracts?
 - i. It has been CES's experience that a gap exists between the management (those who respond to RFB's) and the staff (those who contact and work with the individual CES member and other political subdivisions) that results in miscommunication and problems. Will each of your staff who will be promoting, executing and providing products/services to individual CES member be provided with or access to a copy of your response; trained and advised of how the contract is to be administered, implemented and performed; and supervised to ensure quality control and project success? What training does your staff have that gives you confidence in their ability to serve the needs identified in RFB 2004-008? Name your key people who will be assigned to this contract; provide a brief description of each person's qualifications including title, work experience, educational background, and related skills.
 - j. This is an RFB and although CES is required to base an award strictly on the lowest price, any time a vendor charges more than another for a product or service, justification is needed. Every CES contract must be for the public good, not for the benefit of a vendor. However, having said that, CES is totally committed to two basics in the American way of business - profit and competition. Products and services offered herein must be of good sound quality, have good durability/ performance life, and stand up to public use. Please provide in writing, reasons why your products and services

meet or exceed the minimum specifications and are worth the prices or fees you are charging. Is there “added value” received by the customer when purchasing through you rather than a competitor, or is your major benefit price alone?

E. LISTING OF GENERAL TERMS AND CONDITIONS:

For the purpose of this RFB, the following terms will be defined as indicated below.

Acceptable Quality Level (AQL): CES expects that manufacturers in today's competitive market strive for zero (0) defects per hundred (100) units delivered. The AQL for this contract is zero (0) defects per hundred (100) units. If the quality level falls below three (3) defective units per hundred (100) delivered/installed, CES reserves the right to cancel the contract following the procedures described in this RFB (*caveat venditor*).

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

Accounts Payable: This is the amount owed to a contractor by CES due to an acceptable delivery of products or services to a member or agency as a result of a contract through this RFB. The contractor agrees not to contact the accounts payable department, business manager or executive officer of a CES member or agency, which owes CES payment for a product or service delivered, unless CES has specifically requested assistance in collecting a past due payment.

Advertising: Contractor will not advertise or publish information concerning this contract prior to the award being announced by CES. Once the award is made, CES encourages the contractor to advertise to CES members that products and services are available.

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

Announcement of Successful Vendors: Selection will be made via written communication to successful offerors.

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

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

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

Audit Rights: In accordance with applicable New Mexico law, the contractor's books, records and documentation related to this RFB and any contract there of may be audited at a reasonable time and place. The contractor agrees to provide CES, within a reasonable time frame, copies of requested auditable information.

Authority: This RFB, as well as any resultant agreement, is issued under the New Mexico Procurement Code, CES Board Policies, and CES Procurement Guidelines.

Awarding of Contract: CES reserves the right to make multiple awards, to award the entire solicitation to one responsible offeror, or to reject one or all bids. A response to the RFB is an offer for an award with CES based upon the terms, conditions, scope of work and specifications contained in this Request For Bid. An RFB does not become an award until CES signs the Acceptance of Offer and Contract Award document, eliminating the need for a formal signing of a separate document.

Billing: All invoices will be from the contractor to CES and will be organized, detailed and contain the following: the purchase order number(s) issued by CES, the name of the CES member or agency and where the products/services were delivered, and an itemized and detailed listing of all products and services being billed for with their CES contract price. The contractor will not invoice a member directly. CES will invoice the member with payment to be made to CES. The contractor will not accept an order from or issue an invoice to any New Mexico public agency based on their contract unless authorized by CES in advance and in writing.

Brand Names: The use of the name of a manufacturer, brand name or catalog number does not restrict the offer. Brand names are used to indicate the character, quality, and/or performance equivalence of the commodity on which bids are 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 invitation.

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

Cancellation: CES may, by written notice stating the extent and effective date, cancel this contract for convenience in whole or in part, at any time. CES will pay offeror as full compensation for performance until such termination as follows:

1. The unit or pro-rata order price for the delivered and accepted portion; and
2. A reasonable amount, not otherwise recoverable from other sources by offeror as approved by CES with respect to the undelivered or unaccepted portion of the service; provided compensation will in no event exceed the total contract price.

CES reserves the right to cancel in whole or any part of the contract due to the failure of the contractor to carry out any obligation, term or condition of the contract. CES may issue written notice to the contractor for acting or failing to act under the following conditions:

1. The contractor provides material that does not meet the specifications of the contract.
2. The contractor fails to complete the services set forth in the specifications of the contract.
3. The contractor fails to complete the work required or to furnish the materials required within the specified time.
4. The contractor fails to make progress in the performance of the contract, and/or gives CES cause to believe that the contractor will not or cannot perform the requirements of the contract.
5. The contractor fails to observe any or all of the terms and conditions of the contract.

6. The contractor accepts purchase orders, based on this contract, directly from a CES member and then invoices them directly.
7. Any other conditions that, in the opinion of CES, warrants such action.

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

Contractor may, by written notice at least 30 days in advance, terminate the contract issued as a result of this RFB for convenience in whole or in part. CES reserves the right to cancel or suspend the use thereof, of any contract resulting from this RFB if the contractor files for bankruptcy protection or is acquired by an independent third party.

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

Certificate of Insurance: Prior to commencing services under this contract, the contractor must furnish CES certification from insurer(s) for minimal coverage to be maintained in full effect during the term of this contract. The certificate will be issued by the contractor's insurance company and name CES as the certificate holder. In addition, offeror must be willing to provide, upon request, certification of insurance to any CES member using this contract. If the offeror will use vehicles and workers at the member's location, evidence of workmen's compensation and auto liability insurance must be provided.

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The contractor will not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246).
3. The contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
4. The contractor agrees to promote and offer to CES members only those materials and/or services allowed under resultant contract(s) as CES contract items.

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

Clarification: As used in the RFB, clarification means communication with an offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation either in response to an inquiry by CES or as initiated by the offeror.

Competitive Sealed Bid: As required in the Procurement Code, CES has determined that competitive sealed bids are for this solicitation. These CES contracts will be awarded through competitive sealed bid with the following vendor and product requirements:

1. Offerors must be a manufacturer and/or authorized distributor/installer of the products being bid.
2. Offerors must be able to provide a single source contact or turnkey operation.
3. Manufacturer must have at least five (5) years of product and service history for those types of items being bid.
4. Offerors must have a bonding capacity of at least Two Million Dollars (\$2,000,000), where applicable.
5. Offerors must have a bonding rate of not more than three percent (3%).
6. Offerors must demonstrate the ability to control the securing of, delivery of, installation of, warranty of, and the resolution of problems with products/services proposed.
7. Products bid must meet or exceed the industry standards and guidelines established for use in public facilities and for public use.
8. Offerors must provide the necessary information and documentation to substantiate and demonstrate their ability and capacity to provide, perform, and comply with all of the terms, conditions, specifications and request for information stated herein.
9. Offeror's Past Performance Information (PPI) must indicate a vendor in good standing who has performed and conducted its business affairs in an acceptable manner without improprieties.

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

Construction: Offerors may provide and/or install finished products, materials or articles of merchandise, which are fabricated into and become a permanent fixed part of a structure; construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, facility, highway, road, railroad, excavation or to do any part thereof including the erection of scaffolding or any other structure or work in connection with a project; connect such structures or improvements to utility service lines and metering devices and sewer lines as defined by the New Mexico Procurement Code and the New Mexico Construction Industries Division.

Contract: Any agreement for the procurement of items of tangible personal property, services or construction.

Contract Between Owner, Buyer and Contractor: An agreement between the CES member (Owner), CES (Buyer) and the CES contractor for the procurement of goods and services in the construction and professional services areas will be signed for each major contract. CES issues this agreement in order to consummate the agreement of the parties in accordance with the terms and conditions specified in the RFB, and that the owner's purchase order to the buyer is in accordance with the same terms and conditions.

Contract Changes: CES may make changes within the general scope of this contract by giving notice to the contractor and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this service, an equitable adjustment in the price or delivery or both will be made. No change by the contractor will be recognized without written approval of CES. Any claim of contractor for any adjustment must be made in writing

within thirty- (30) days from the date of receipt by the contractor of notification of such change, unless CES will waive this condition. Nothing in this section will excuse contractor from proceeding with performance of the service as changed hereunder.

Contract Type: Indefinite quantity with the pricing scheme identified in each of the categories of this RFB. The pricing schemes requested may include one or all of the following:

1. Fixed discount off retail or off published educational/national catalog/price lists.
2. Fixed price with economic adjustment. Offeror must identify, in writing, in this RFB any contingencies prior to approval.
3. A fixed discount off the most current years R.S. Means or similar nationally recognized publication utilized for construction or construction items.

Note: A cost-plus-a-percentage-of-cost contract is prohibited. Request for a price adjustment must be submitted 30 days prior to the anniversary date of the contract (first two years) and prior to the annual renewal date (last three years). Justification for any adjustment will be in writing and be accompanied by appropriate documentation. Any escalation that exceeds the Consumer Price Index (CPI) per contract year may be rejected unless insuperable market forces can be fully documented.

Contractor: Offeror who has responded to this solicitation and who has been awarded a contract based on their response for providing, delivering and/or installing products and services to CES members and other public agencies.

Contractor's License: A document issued by New Mexico Construction Industries Division (NMCID) to the contractor that authorizes offers to undertake or purports to undertake, supervise, subcontract others, to construct or to provide mechanical or structural service for a structure or improvements, will have all necessary New Mexico state 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 license for it and subcontractor are current, and in compliance with the rules and regulations of the New Mexico CID.

Contractor's Price List: The contractor will furnish to and keep current with CES copies of the approved price list to facilitate eligible procurement agencies in placing orders. Price list(s) on file must clearly state and identify any/all products/services offered with their associated costs. When contractor offers a discount off a retail price, manufacturer's Suggested Retail Price (SRP), R.S. Means and/or other acceptable pricing document, they must include a complete copy of the document and/or the document must be available to the general public by electronic media or by the Internet.

Cooperative Purchasing: This contract is based on the need for CES to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing for public educational agencies and other procurement units. Although offerors may restrict sales to certain public units, for example, to state agencies or local government units, any bid that restricts sales from being made to any New Mexico public educational institutions within a designated geographical area will be considered non-responsive.

Credit Hold: Is defined as the contractor refusing to process any CES purchase order due to CES's inability to pay an invoice because it has not received the payment from its member(s). CES will investigate, pursue and take whatever action it can to collect any outstanding payment due to contractor for acceptable products/services delivered. Offeror must agree not to place CES on "credit hold" without 10 business days advanced notice in writing, either by letter, facsimile or e-mail to the CES Director of Finance. CES believes it is better for the contractor if CES places the slow-paying agency on "credit hold". If a contractor places CES on credit hold, agencies that pay promptly are penalized. If, on the other hand, CES places the offending agency on "credit hold", payment is more likely to result and only the offender is punished.

Current Products: All equipment, supplies, materials and commodities proposed must be most current and proven model, vintage, technology and/or solution available from the contractors' manufacturer/supplier and marketed to the general public and educational/ governmental agencies.

Default in One Installment to Constitute Total Breach: Contractor will deliver conforming materials in each installment of this contract and may not substitute nonconforming materials. CES reserves the right to declare a breach of contract if the contractor delivers nonconforming materials to any agency purchasing under this contract.

Defective Goods: Offeror agrees to pay for return shipment on goods that arrive in a defective or non-operable condition. Offeror must agree to arrange for return shipment and replacement of damaged goods.

Delivery: Delivery is desired to be made within 30 days of receipt of the purchase order. The contractor agrees to notify CES if an order cannot be processed and delivered within the 30 day period and/or requested time line. The agency placing the order will then have the option of canceling the purchase order. Ownership of products and services occurs only upon receipt of delivery and delivery is acceptable.

Descriptive Literature and Brand Names: All offers must include a complete set of the manufacturers' descriptive literature regarding the equipment and software offered. Brand names, trade names, and/or catalog numbers used in the RFB will be intended to describe and identify equipment and software.

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

Discontinued Products: In the event that a product or model under contract is discontinued by the manufacturer, CES will allow the contractor to substitute a new product if model is equal to and meets or exceeds the existing specifications and performance guidelines. The pricing discount must be equivalent to the discontinued product or model it is replacing under contract.

Eligible Agencies: Any CES member may use the services of Cooperative Educational Services, upon request. CES reserves the right to reject any purchase authorizations it receives from New Mexico educational institutions and/or agencies, without cause.

Estimated Quantities: CES anticipates considerable activity resulting from this solicitation. However, no commitment of any kind is made concerning quantities actually to be acquired. CES

does not guarantee usage. Usage depends on the actual needs of the CES members, and on the marketing expertise of the contractor.

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

Federal Requirements: Contractor agrees, when working on any federally assisted projects with more than Twenty Thousand Dollars (\$20,000) in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11375. In such projects, the contractor agrees to post wage rates at the work site, and comply with all reporting requirements. The contractor will provide CES with a copy of any required report filed. In addition, to comply with the Copeland Act, the contractor must keep records for three (3) years, and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to CES members that exceed Ten Thousand Dollars (\$10,000) may be terminated by the federal grantee for noncompliance by the contractor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract.

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

Fungible Goods: Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a buyer until a separation of the purchased share has been made, delivered and received.

Gratuity: CES will by written notice cancel this contract, if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor or any agent or representative of the contractor to any employee of CES with a view toward securing a contract or the respect to the performance of the contract. Paying the expenses of normal business meals, which are generally made available to all eligible CES members and government employees, will

not be prohibited by this paragraph. Samples of software, equipment or hardware provided to CES for demonstration, evaluation, or loan purposes, are not considered gratuities.

Improper Delivery: Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fails in any respect to conform to this contract, the purchasing agency may:

1. Reject the whole; or
2. Accept the whole; or
3. Accept any unit or units and reject the rest.

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

Information Systems: All vendors of information systems must include information on the total life cycle cost and application benefit to the CES member or public agency. An information system is a system of hardware, software or contractor support that processes information or data by electronic data processing methods and devices.

Inquiries: Any question related to the RFB will be directed to CES. Submit all questions about the RFB in writing to Cooperative Educational Services, Max Luft, Executive Director. Replies will be made to all who have received this RFB as addenda and will become part of the bid documents. CES may require any and all questions to be submitted in writing. Any inquiries related to this RFB should not have the solicitation number on the envelope, since it might then be confused with a sealed bid response and not be opened until the due time and date. Inquiries may be faxed or sent by e-mail to bids@nmedu.org.

Installation: Equipment or products that require professional installation will be installed within two (2) weeks of product delivery, unless CES or the procurement unit asks that installation be delayed. If delayed, the contractor will establish and confirm in writing to both CES and the procurement unit of the revised installation date.

Insurance: On contract, 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 may be liable during the entire performance period of this contract. The successful 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. Bidders will submit proof of coverage under the Workman's

Compensation Insurance, as required by the Labor Laws and New Mexico Statutes. Bidders will submit a certificate of general liability insurance for the 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 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.

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

Lease and Rentals: Contractor may allow CES members to enter into rent, lease or lease purchase agreements, providing such agreements are in compliance with New Mexico statutes and State Department of Education policies, rules and regulations. CES must receive a copy of the executed leasing documents before it will process a purchase order. CES will not collect lease payments. Offeror agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the bid, with interest rates described as related to a government standard. Offeror must indicate in its response to this solicitation if the shipping costs for the return of leased or rented equipment is the responsibility of the procurement unit, and what that cost will be. No sale of a contract to a third party will be made without informing CES and the procurement unit of the transfer. If offeror sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original vendor.

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

Liability: The contractor will hold CES harmless from and will indemnify CES from and against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with the contractor's conduct of the contract awarded as a result of this procurement process, to the extent the negligent act or failure to act or willful act of the contractor, its agents, representatives or employees is deemed to be the cause of the resulting personal injury or property damage claimed. It is expressly agreed that, to the extent it is determined that the damage claimed was in part caused by the negligence of CES or other parties, the contractor's liability pursuant to this indemnification provision will not be greater than that portion of the total liability in the same proportion as vendor's negligence bears to the entire negligence giving rise to the liability.

Licenses: The contractor will maintain in current status all federal, state and local licenses, bonds and permits required for the performance and delivery of any and all products and services offered in its response to this RFB. Any offeror using subcontractors must hold a current and appropriate contractor's license, as required by NMCID and New Mexico statutes to enter into such contracts. It is the responsibility of the contractor to ensure that any subcontractors performing under this RFB hold and maintain the appropriate licenses. The contractor will submit copies of licenses with the response to the RFB (place behind Tab 4) and submit copies of any subcontractors' licenses to CES prior to the start of any work. The contractor agrees to keep and ensure that subcontractors keep any required license, permit or bond current and in compliance with the New Mexico rules, regulations and statutes.

Liens: All materials and services will be free of all liens.

Local Public Body: All political subdivisions of the state, its agencies and institutions thereof as defined in 13-1-67 of the New Mexico Procurement Code.

Maintenance: Each potential offeror of high technology electrical/mechanical equipment must have or have access to maintenance facilities and have a maintenance support system available for servicing units in all parts of New Mexico. If a third party is used to provide maintenance or warranty work, offerors must include with the bid details of any such arrangement. Factory certified and trained technicians will be available to cover all parts of the state. Maintenance service in metropolitan areas of New Mexico should be available within 12 business hours, service in rural areas within 24 business hours. Any maintenance facility must have sufficient parts inventory to provide quality service on units sold to CES members. On small pieces of equipment, out-of-state manufacturers may offer mail-in service, if normal turn around time is 48 hours.

Manufacturer's Representative: Dealers, distributors and installers of high technology electrical/mechanical systems and equipment, who, if permitted by the Scope of Work, submit an offer as a manufacturer's representative must be able, if required, to provide documented evidence from and/or between it and the manufacturer certifying that the offeror is a bona fide manufacturer's agent for the specific products/services proposed, the offeror is authorized to submit an offer on such products/services, and a guarantee that should the offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide representatives for the balance of the contract period. Offerors of software, mechanical devices, electrical products/systems and other commodities that make up systems/networks must be able, upon request, to provide the same information from a manufacturer.

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

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

Most Favored Customer: Although CES expects contractors to offer their very best prices to CES members, nothing in this contract establishes a most-favored customer relationship between CES and the contractor. The contractor may respond to any solicitation from any public procurement unit without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to its CES customers at the same time by facsimile or written notice.

Multiple Awards: CES has determined that often contracts awarded to more than one supplier for comparable goods and services at various prices best meet the many needs of our members. Hence, when in the opinion of CES an award to one supplier would be impractical or fail to meet the total requirements of comparison or evaluation, multiple awards may be made.

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

NMCID: New Mexico Construction Industries Division, a state agency who is responsible for overseeing, administering, issuing and ensuring that construction projects, contractors and owners follow and comply with New Mexico laws, rules, regulations, policies and procedures.

NMDOL: New Mexico Department of Labor, a state agency responsible for the overseeing, administering, issuing, implementing and ensuring that all employers, contractors, subcontractors follow and comply with New Mexico and Federal labor laws, rules, regulations, policies and procedures governing employment and the general workforce.

NMSDE: New Mexico State Department of Education is a state agency responsible for overseeing, administering, issuing, implementing the laws, rules, regulations, policies and procedures governing public educational institutions in New Mexico.

New Technology and Products: New products announced by the manufacturer may be added to the existing contract. Pricing will be equivalent to the percentage discount of other products. Dealers may replace or add product lines to an existing contract if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and the products meet the requirements of the original RFB. No products may be added to avoid competitive procurement procedures. CES may reject any additions, without cause. Any/all items added must be submitted CES and approved in advance by CES.

No Replacement of Defective Tender: Every tender of products/services must fully comply with all provisions of this contract. If tender is made which does not fully conform, this will constitute a breach and contractor will not have the right to substitute a conforming tender without written consent of all parties involved.

Non-Exclusive Contract: Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of local procurement units in New Mexico. CES reserves the right to obtain like goods and services from another source when necessary.

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

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

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

Offer Acceptance Period: In order to allow local educational agencies opportunity to evaluate the bids offered, CES requires that an offer in response to this solicitation to be valid and irrevocable for ninety- (90) days after opening time and date.

Offeror Qualifications: The offeror will have extensive knowledge and experience with the production, installation and maintenance of the products and service being offered and meet all other bid requirements.

Options: Optional products/services may be added to the contract at the time they become available under the following conditions:

1. The option is priced at a discount similar to other options, or
2. The option is an enhancement to the unit that improves performance or reliability.

Ordering Process: All orders accepted by the contractor must be issued by CES. CES members will submit signed purchase orders to CES. CES will then issue its purchase order to the contractor. When necessary, one or more orders may be combined. The contractor must agree never to accept a purchase order based on this contract, unless the purchase order is issued by CES, or a Letter of Understanding has been issued to authorize such action.

Overcharges by Antitrust Violations: CES maintains that in actual practice overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the contractor hereby assigns to CES any and all claims for overcharges as to the goods or services used to fulfill the contract.

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

Past Performance Information (PPI): PPI is relevant information regarding a vendor's actions under previously awarded contracts to educational institutions, local, state, or federal agencies. It includes the vendor's record of conforming to specifications and to standards of products/services; workmanship; the vendor's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the vendor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's business-like concern for the interests of the customer.

Patent and Copyright Infringement: Contractor will, at its expense, defend CES and its members against any claim that any equipment or software supplied, hereunder, even if such equipment or software is modified by CES or its members subject to the last paragraph of this section, infringe a patent or copyright in the United States, Puerto Rico, or a U.S. territory, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, CES must:

1. Give contractor prompt written notice of any such claim after becoming aware of such claim.
2. Allow contractor to control and fully cooperate with contractor in the defense and all related settlement negotiations.

CES will be reimbursed for all expenses incurred by CES in fully cooperating with contractor as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph that are not reimbursable by the contractor. If any party in any way involves any CES member, the same provisions that apply to CES in this paragraph will apply to the member. Contractor's obligation under this section is conditioned on CES's agreement that if the subject of such a claim, CES will permit the contractor, at its expense and option, either to procure the right for CES and its members to continue using the equipment and/or software, or to replace or so modify them with equipment or software which are functionally equivalent so that they become

non-infringing. If neither of the foregoing alternatives is available on terms, which are reasonable in contractor's judgment and satisfactory to CES, CES will request its members to return the equipment or software on written request by contractor at contractor's expense.

Contractor agrees to refund CES and/or its members a refund for returned equipment as depreciated. The depreciation will be an equal amount per year over six (6) years. In the event that contractor's written request for return is made after full depreciation, the contractor will pay CES, or its members who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its members, fails to return the equipment, the contractor is not obligated to that member under this clause.

Contractor will have no obligation with respect to any such claim based upon a member's modification of the equipment or software or combination, operation or use with apparatus, data or programs not furnished by contractor. However, one school's or procurement unit's action will not preclude contractor's obligation to others not having modified their equipment or software.

Payment: CES will make every effort to collect payment from its members for the purchase of products and services within 30 days after the acceptable delivery and receipt of products or services has been obtained, the offeror has obtained and provided CES with any/all copies of forms and documents required herein, and a correct billing/invoice of amount due has been delivered to CES. Payment will not be made if any of the above criteria is not met or a good faith dispute exists as to any obligation to pay all or a portion of the account. *Any offer that requires payment in less than forty-five (45) days may not be considered.* CES must first receive payment from the procurement unit in order to process payment to the contractor. Any contractor, whose business would be in jeopardy due to slow payments, is encouraged not to respond. It has been CES's experience that its members always pay, but many are slow in processing payments.

Payment Discounts: Any payment discount offered must be made directly to CES, and not to the member receiving the materials or services. Quick-payment discounts of 10 days are normally impossible; 20, 30 and 45 days are more reasonable. Payment discounts of 45 calendar days or more will be deducted from the bid price to determine low price.

Peripheral Items: Offerors may include various peripheral products and software that function with the primary offering.

Price Reduction and Adjustment: A price reduction may be offered at any time, and will become effective upon notice. Special, time-limited reductions are permissible under the following conditions:

1. The price reduction is available to all members equally.
2. The price reduction is for a specific time period, no less than 30 days.
3. The original price is not exceeded after the time limit.
4. CES is to be notified and have the new prices on record prior to any offer of the new prices to a CES member.

Price increases (change in discount rate) will be considered at the time of a contract extension, and will be a factor in renewal.

Pricing: Offeror will clearly identify and provide acceptable product and service list describing the normal and customary cost and indicating the additional discounts and special savings offered under this contract. Contractor must agree that prices offered through this contract, while this contract is in effect, will be at least three (3%) percent below the lowest offered by the contractor to any New Mexico educational institution and local/state procurements units for a similar volume. Should a lesser cost be provided to any other client, the preceding and existing work through this contract will be reduced in price to meet that rate. A copy of the current retail, manufacturer's other acceptable price list will be included in the bid. If the offeror has a leasing department or a leasing company, the cost of leasing may be included in the bid. However, CES members reserve the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not contain end-of-rental-term buy out information.

Prime Contractor: Any firm, business and/or individual(s) who submits a response to this RFB and is awarded a contract. The contractor will be considered a prime contractor to CES and CES will not enter into any agreements with a subcontractor. Any contractor paid directly by CES is a prime contractor. Any subcontractor performing under this RFB is contracted and paid by the prime contractor. Prime contractors using subcontractors must be willing, able and capable of obtaining, supervising and being responsible for any subcontractors required to perform and/or provide products and services offered herein.

Product Discontinuance: In the event that a product or model is discontinued by the manufacturer, the contractor may substitute a new product or model, if the replacement product meets or exceeds the performance of the discontinued model, and the discount from retail is the same or greater than the discontinued model.

Product Line: The various supplies, materials, equipment, peripherals software, related installation and maintenance services which an offeror has available that meet and/or exceed the specifications and requirements found herein. Offerors with a published catalog may submit the entire catalog. However, CES reserves the right to select products within the catalog for award without having to award all the contents.

Progress Payments: CES will permit its members to make progress payments on a purchased product or service under the following conditions:

1. The procurement unit and the contractor agree to the terms of the progress payments prior to issuing a purchase order to CES and the terms and conditions are so noted on the procurement unit's purchase order or are communicated to CES in writing.
2. The communication to CES describes the terms and timelines of acceptable delivery, the associated amounts to be paid and the schedule of payments.
3. The procurement unit has established and included in its communication to CES a satisfactory method of verifying progress and/or acceptable delivery.
4. Payments will be made only after actual products and/or services are verified and received and CES is in position of any/all forms/documents/invoices required herein.
5. Payments will be made in full compliance with the procurement units' local board policies, procedures and any and all other applicable state or local rules, regulations and statutes.

Progress Payments on Construction: All progress payments must be invoiced through CES. It is the responsibility of the procurement unit and/or their designee to review and approve any estimates of work completed. If the procurement unit or their designee issues a written statement to the

contractor that the estimate of work is not approved and certified, the procurement unit may withhold an amount from the progress payment determined to be reasonable sufficient to cover the deficiency set forth in the written finding. In such cases, the offeror agrees to hold CES harmless for any deficiency of payment. If any payment is delayed beyond 45 days from the due date, the offeror agrees not to charge CES interest on the late payment. Any late charges will be the total responsibility of the procurement unit. The offeror may extend any due date to avoid the requirement to pay interest. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

Project Director: The offeror will assign a project director to coordinate operational activities with the Executive Director of CES, and will make monthly reports to the Executive Director.

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

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

Public Record: All bids submitted to this invitation will become the property of CES and will become a matter of public record available for review, subsequent to the bid opening, under the supervision of the Executive Director of CES from 9:00 a.m. to 4:00 p.m., Monday through Friday, at 4216 Balloon Park Road NE, Albuquerque, New Mexico.

Qualifications: Includes any and all skills, knowledge, capacities, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, properly licensed to perform and do business in New Mexico, proposed products/services meet or exceed specifications specified herein and proposed pricing complies with state and local requirements. The evaluation of a respondent's qualifications will be done in accordance with the criteria set forth herein, and the most recent edition of any relevant regulation, standard, document or code that will be in effect. Where conflict among the requirements, or with these specifications exists, the most stringent requirement will be used.

Request for Bid (RFB): All documents, including those attached or incorporated by reference, which are used for soliciting a bid.

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

Responsive Bid: An offer which conforms in all material respects to the requirements set forth in the REQUEST FOR BID. Material respects of a request for a bid include, but are not limited to, price, quality, quantity or delivery requirements.

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

Safety Measures: Contractors will take all necessary precautions for the safety of employees on the worksite, and will erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They will post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions will be taken pursuant to state law and standard construction practices in order to protect workers, the general public and existing structures from injury or damage.

Safety Standards: All items supplied on this contract will comply with all current applicable Occupational Safety and Health Standards, National Electric Code, American Refrigeration Institute (ARI), National Electrical Manufacturers Association (NEMA), American Society Heating, Refrigeration, Air Conditioning Engineers (ASHRAE), American National Standards Institute (ANSI), and National Fire Protection Association Standards (NFPA).

Serial Numbers: Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.

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

Shipment Under Reservation: Contractor is not authorized to ship materials under reservation, and no tender of a bill of lading will operate as a tender of the materials.

Shipping Errors: Contractor agrees that shipping errors will be at the expense of the contractor. For example, if a contractor ships a product to a member that was not ordered, it is the responsibility of the contractor to pay for return mail or shipment, at the convenience of the member.

Shipping Terms: Include the identify and state the associated cost of delivering products offered under this contract to any designated location within New Mexico as identified delivered as the specific receiving point as stated in the purchase order issued by CES to the contractor. Contractor will retain title and control of all goods until they are delivered, received and acceptable delivery has been obtained. All risk of transportation and all related charges will be the responsibility of the contractor. All claims for the contractor will file visible or concealed damage. Either CES or the receiving agency will notify the contractor and freight company promptly of any damaged goods and will assist the freight company/contractor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Site Cleanup: Any successful offeror will clean up and remove all debris and rubbish resulting from its work from time to time as required or directed by the agency securing the materials or service. Upon completion of the work, the premises will be left in a neat, unobstructed condition with everything in good repair and order.

Site Preparation: Prior to the issuing of a purchase order by the CES member, the size, location and site conditions that exist at the time the contractor takes possession and/or control must be clearly identified and stated in writing. The contractor will not begin a project for which the site is not prepared or in the condition agreed upon in writing by the owner, unless contractor decides to accept the site as is and is willing to perform the preparation work necessary at no cost, or until the owner has included the cost of site preparation in a purchase order to CES. Site preparation may include but is not limited to moving furniture, clearing the site, securing the site, installing wiring for networks or power, and similar pre-installation requirements.

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

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

State Wage Rates: It is the contractor's responsibility to be acquainted with the New Mexico Department of Labor's rules, regulations, procedures and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The contractor, as established by the New Mexico State Labor and Industrial Commission, will pay wage rates for every job performed under this contract with a total project cost of more than Twenty Thousand Dollars (\$20,000) on an individual basis. The contractor will pay all mechanics and laborers employed on the site of the project by the contractor, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

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

Tare: If the contractor requires the buyer to pay for shipping, the weight of the empty container and any material used for packing will be of the lightest weight practical for safe delivery of the contents.

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

Term of Contract and Extension: The term of the agreement will commence on award and continue until March 19, 2005 unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods ending on March 19, 2006, March 19, 2007 and March 19, 2008. Since technology changes rapidly, CES may require a vendor to respond to a new RFB rather than extend a contract secured under this RFB.

Termination of Contract by CES: CES may cancel any contract secured by solicitation without any further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of CES is or becomes at any time while the contract or any extensions of the contract are in effect an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation will be effective when written notice from CES is received by the parties to this contract, unless the notice specifies a later time. (See also Cancellation)

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

Title and Risk of Loss: The title and risk of loss of material or service will not pass to the procurement unit purchasing the material or services until it actually receives the material or service at the point of delivery, unless otherwise provided within this document.

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

Trade-In Equipment: Equipment for trade-in will be dismantled by the offeror and removed at the offeror's expense. The conditions of the trade-in equipment at the time it is turned over to the offeror will be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the offer and the trade-in. Values placed on trade-in products are between the member purchasing the new unit and the offeror.

Warranty: Contractor warrants that all equipment, software and services delivered under this contract will conform to the specifications of this contract. All equipment must carry a minimum one (1) year manufacturer's warranty that includes parts and labor. The manufacturer has the primary responsibility to honor a manufacturer's warranty. A distributor or dealer must agree to assist the purchaser in reaching a solution regarding a dispute with the manufacturer over a warranty's terms.

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

Year End Procurement: For purchase orders (PO) issued to a contractor, goods must be delivered and services must be completed five (5) days prior to the end of the member's fiscal year (June 30th). CES must receive all invoices dated for the prior fiscal year by the 10th of July. The member

may cancel purchase orders not completed by June 25th. The members may issue revised purchase orders dated after July 1st for any goods not delivered or services not completed by June 25th.

SECTION II: SCOPE OF WORK AND SPECIFICATIONS

A. SCOPE OF WORK

1. CES, which is based in Albuquerque, is composed of all of the eighty-nine (89) New Mexico public school districts and other public educational institutions that are parties to the Joint Powers Agreement to Establish an Educational Cooperative. CES was organized in 1979 as a direct response to the needs of small and rural Local Education Agencies (LEA's). CES offers numerous programs and services. Currently, 145 public educational institution members use one or more of the CES provided programs or services each year.
2. CES members and other local public bodies within the state will individually elect to participate or not participate in each section of the provided scope of work. No estimate or guarantee of services is made to the offeror.
3. It is important that all vendors realize that CES is not a sales agency or a marketing firm. If you are awarded a contract, you must work your contract. A few contractors, with powerful mail campaigns, have been able to market to members through CES, but, normally, mail alone is not sufficient. Business officers and buyers like to meet and talk with a sales agent when making decisions on large orders.
4. When you respond, CES is asking you to become a partner in providing quality goods and services to its members at competitive prices. Partnership with a contract awarded through competitive bidding saves CES members both time and money. Time is saved by being able to purchase what is needed without having to wade through the bidding process (write bid, advertise bid, open each response, evaluate and have the board make a selection). Money is saved because each CES partner has already agreed that our members have the lowest prices it will offer to procurement units in the state.

B. DUTIES OF THE CONTRACTOR

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

C. DUTIES OF CES

The general duties of CES will include:

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

D. SPECIAL BID SECURITY

1. New Mexico Procurement Code requires that all competitive sealed bidding for construction have a bid security. The amount of the bid security bond for this RFB is Twenty-Five Thousand Dollars (\$25,000). It must accompany the RFB submittal and be placed behind Tab 1.
2. Acceptable bid security, which must be provided with the submission of the initial offer, will be an amount equal to that specified above, or an annual or one-time bid bond underwritten by a surety company licensed to issue bid bonds in New Mexico. Bid security

may be provided using a form similar to the New Mexico State Procurement Department, with the principal being the prime contractor, and CES being the Agency of Record.

3. A prime contractor must agree upon an award under this RFB to obtain and provide a Twenty-Five Thousand Dollar (\$25,000) performance bond and keep in place and active with CES as long as this contract is in effect at the vendor's expense. Since CES anticipates that more than one member will purchase through this contract, the prime contractor may be required to provide payment and performance bonds equal to one hundred percent (100%) of the total amount of each individual project performed under this RFB, in addition to the performance bond issued to CES.
4. The prime contractor agrees to provide all performance and payment bonds required by a CES member at the time a contract between the member and the prime contractor is executed. If the prime contractor fails to deliver any required performance or payment bond, the bid security with CES will be enforced and the contract with CES canceled.

Note: Prime contractor must identify its bonding capacity. Contractor will have the right to refuse work once its bonding capacity has been reached.

E. BONDS

1. Upon execution of a contract between a CES member and the prime contractor, performance and payment bonds will be provided the member as required by New Mexico law.
2. The prime contractor will execute a performance bond in an amount equal to one hundred percent (100%) of the price specified in the contract between the member and a surety company authorized to do business in New Mexico. Performance bonds between the member and the prime contractor will be on standard forms.
3. A payment bond, in an amount equal to one hundred percent (100%) of the price specified in the contract between the member and the prime contractor, will be executed by a surety company authorized to do business in New Mexico. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Payment bonds between the member and the prime contractor will be on the standard form.
4. The prime contractor will deliver both the performance and payment bonds to CES at the time the contract between the member and the prime contractor is executed.
5. All suits for nonpayment or nonperformance will be filed as allowed under New Mexico law.
6. The prime contractor will be responsible for providing CES with copies of all contracts and bonds in accordance with CES purchasing procedures.
7. Performance and payment bonds for members outside New Mexico must be provided by companies licensed to provide bonds for public entities in the state of the member. Bid securities are always with CES and provided by New Mexico licensed companies.
8. Upon award and execution of a contract between CES and the offeror, performance bond will be provided to CES in the amount of Twenty-Five Thousand Dollars (\$25,000) as required by New Mexico law.

F. PAYMENT RETENTION, PROGRESS PAYMENTS

1. In order to comply with New Mexico House Bill 320, N.M.S.A., 2001, Section 4. A., Retainage Act, CES will not retain any funds on progress payments during any construction projects. The prime contractor agrees to only request payment for goods and services delivered and received.

2. Final payment of a contract, for which progress payments have been made, will not be made until project is totally completed (including punch list items), and the final application for payment is signed by the CES member and received by CES.
3. If the member and the prime contractor agree to retainage or a substitute security, the agreement must be in full compliance with New Mexico Procurement Code and House Bill 320. If a substitute security or retainage is agreed upon, written notice must be provided to all parties prior to the issuing of a CES purchase order.

G. CONTRACT BETWEEN OWNER, BUYER AND CONTRACTOR

An agreement by CES, its member and a CES contractor for the purpose of procuring construction and professional services for a particular project must be completed for any construction project offered and performed under this RFB with a total value of Twenty Thousand Dollars (\$20,000) or more. This agreement must be signed by all parties prior to a CES purchase order being issued.

1. Owner is an educational institution or local public body, which is a Party to the aforementioned Joint Powers Agreement, desiring to receive certain goods and services offered by the CES contractor under this RFB.
2. Buyer (CES) is an entity created by a Joint Powers Agreement as Authorized by Section 11-1-1, et. seq., N.M.S.A., 1978 which is acting as a conduit through which title to tangible goods may be vested in owner. Buyer warrants and assures the owner that it has complied with the Procurement Code, the Public Works Contract Act and the Subcontractor Fair Practices Act in contracting for procurements from CES contractors.
3. Contractor is a vendor who has responded to a Request for Bid published by buyer in accordance with the Procurement Code, Section 13-1-137 (A), N.M.S.A., 1978, and a resultant contract has been issued to the vendor of goods and services in the construction area.
4. The contractor will be responsible for providing CES with the information required to complete this form.
5. It is at the discretion of the owner and the contractor to determine if an additional industry standard owner/contractor contract is to be executed in addition to this contract.

H. CONTRACT BETWEEN MEMBER AND PRIME CONTRACTOR

In any contract between the prime contractor and a CES member based on this contract, the terms and conditions of this contract will prevail. A contract between the CES member and the prime contractor for construction items will be an industry standard agreement that includes the principal segments below:

1. The Recital should be a comprehensive description of the project to be constructed by the company. It is an overview of the entire project.
2. The Scope of Work is a description of the work to be performed by the prime contractor that includes all specifications, drawings, and other official documents. All applicable codes around which the contract is made will be included as will any technical specifications and general conditions.
3. Work to be performed by the CES member must be clearly described.
4. The member must provide an all weather road to the site and prepare the site with room for construction equipment.
5. The condition of the site prior to start up will be agreed upon between the member and the prime contractor and will be written into the contract. The prime contractor will assume full responsibility for the protection and safekeeping of any products stored on the premises.

6. Temporary electrical service and the cost for power, water, and other member costs will be identified.
7. The method and manner of performance must be stated. Employees of the prime contractor are not employees of the CES member. The level of competency of the personnel will be subject to approval by the CES member. The prime contractor must agree to comply with all local, state and federal laws. Noise, pollutants, and material hauling operations must not annoy adjoining property owners. Procedures for dealing with fire, theft, and storm damage must be established. Methods the prime contractor will use to guarantee safe job practices, relating to the health and welfare of the member's employees, must be established.
8. If construction space is directly under, above, in or near member used space, the prime contractor must agree to receive written approval from the contact person prior to interrupting any classroom or program.
9. Access to the construction space will be limited to the way agreed upon by the parties.
10. Fixtures, that is, air conditioning units and other equipment, will be moved as required for performance of work, installation structures, and in accordance with plans and specifications. When fixtures are moved, they will be placed in a protected area so as not to damage any part or component. Appropriate measures will be taken to prevent rust, vapors, gases or odors from entering the owner occupied areas used during construction, replacement, or repair services. The appropriate tradesman, and/or company, licensed to perform such work will perform all disconnections and reconnections. Any damage caused by the disconnection, storage, or reconnection of equipment will be repaired at no additional cost to the CES member.
11. All work will be accomplished in conformance to Occupational Safety and Health Administration (OSHA) safety requirements and any additional federal, state, or local fire or safety requirement. Contractor must advise member contact person whenever work is expected to be hazardous to students, member employees and/or operators.
12. When work, loading, or unloading of equipment is repaired or is operating near an owner used area, the prime contractor will maintain a crewman in the area as a guard to keep students and adults from wandering in if the area is not protected.
13. Fire extinguishers will be maintained within easy reach whenever power tools and torches are being used. The prime contractor will advise the member contact person when volatile materials are to be used near air ventilation intakes, so that they can be shut down or blocked as directed.
14. The prime contractor will deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and prime contractor's name. Damaged or un-labeled materials will not be accepted. The prime contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the members contact person.
15. The prime contractor must agree to treat its labor in keeping with its labor contract agreement and in the best interest of the CES member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the CES member must be limited to only those approved by the CES member.
16. Change orders are to be avoided, if possible, since they often indicate poor planning. A mutually agreed upon system for establishing changes must be identified, including changes in scope and changes in compensation for the prime contractor. Because of cost, safety and scheduling considerations, the ability to make field change orders needs to be permitted, and mutually agreed upon paper work to document these changes, must be allowed. A change order that increases the contract amount in excess of Fifteen Thousand Dollars (\$15,000), or five percent (5%) of the contract amount, whichever is greater, must be approved, in

writing, by the governing board of the CES member. A copy of the approval must accompany a revised purchase order to CES. No change order that increases the cost of the project will be permitted without a purchase order to CES from the member ordering the change. Minor changes mutually agreed upon between the member and the prime contractor that do not involve compensation may be made without informing CES, unless such change significantly modifies the scope and needs to be documented.

17. Compensation

- a. Compensation for received goods, terms of progress payments, and a schedule of payments will be described in the contract document. The agreement must state that CES will not be responsible for any late fees due the prime contractor by the CES member.
- b. The CES member retains the right to extend the schedule of work or to suspend the work and to direct the prime contractor to resume work, when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through CES as allowed in the agreement.
- c. The prime contractor must agree that the CES member reserves the right to release information about the project, and that any advertising of the project by the prime contractor must be approved by an authorized official of the member.
- d. A schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor. Monthly progress reports must be given to the CES member by the prime contractor. The specifics of what is reported should be described in the contract.
- e. Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the owner to assume control prior to the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation.

18. For audit purposes, a copy of any contract(s)/agreement(s) between the CES member and the prime contractor must be kept on file in the CES office. It is the responsibility of the prime contractor to supply a signed copy of any contract(s)/agreement(s) to CES.

19. The condition of the site before start-up will be agreed upon between the CES member and the contractor, and will be written into the contract.

I. CONSTRUCTION PROJECTS WITHOUT A CONTRACT BETWEEN MEMBER AND PRIME CONTRACTOR

Any construction project entered into and performed under this RFB that a formal contract between the CES member and the prime contractor is not executed, the terms, conditions and stipulations in item (H), paragraphs 1 through 19 above, must be clearly identified and stated, if applicable, within the written quote or proposal provided by the prime contractor to CES and the CES member.

J. QUALITY CONTROL ISSUES

1. During the course of the contract, the member's contact person may secure samples according to Construction Industries Division guidelines or industry standards of materials being used from containers at the job site, and submit them to an independent laboratory for comparison to specified material.
2. Should test results prove that a material is not functionally equal to or better than specified, the prime contractor will pay for all testing and any cost incurred to have materials installed

to replace those found not to comply with the specifications and remove and dispose of the materials not complying.

3. Should test results prove that materials tested were functionally equal to specified material, the prime contractor will be notified of the results.
4. Upon completion of the project, prime contractor acceptance, and complete payment received, the prime contractor will deliver to the CES member all associated warranties and owners manuals. A copy of any and all warranties and guarantees applicable to goods and services covered under this bid must be included as part of the bid response.

K. QUOTES AND PROPOSALS

1. All proposals submitted to a CES member under this RFB may be time and materials, or based upon R.S. Means. IF R.S. Means based proposals, you must use the current year, standard CD. Only the following CD titles will be accepted:
 - a. Repair and Remodeling Cost Data
 - b. Building Construction Cost Data
 - c. Facility Construction Cost Data
2. All worked performed **must** be quoted per R.S. Means by the general contractor, even if subcontractors are utilized. Subcontractor's invoices must tie to the R.S. Means spreadsheet.
3. An R.S. Means spreadsheet **must** be submitted to substantiate the quote given to the CES member. Make sure that spreadsheet columns are expanded to show the full R.S. Means number and a sufficient amount of the description.
4. Pricing **must** be done by Location Codes. National Average will not be allowed. In order to choose the "closest" location code, the first three (3) numbers of the zip code will be used to determine the city location index in New Mexico. The same criteria are used by R.S. Means. As an example, if the project is in Hobbs, which has a zip code of **88240**, the city index to be used is Roswell, which has a zip code of **88201**.
5. CES discount, bonding cost and NMGRT must be shown as separate line items at the bottom of the R.S. Means spreadsheet. This information can be handwritten or typed on the spreadsheet or can be shown on a separate summary sheet. The summary sheet must start with the R.S. Means spreadsheet total and show the detail for each of the items stated above.
6. All change orders must be supported by an R.S. Means spreadsheet.

L. NEW MEXICO STATE WAGE RATE DOCUMENTATION

1. The New Mexico Department of Labor (NMDOL) requires that certain forms be completed for every project that needs a wage decision issued. CES will submit for the wage decision and upon receipt of the decision will provide it to the prime contractor. The contractor is responsible for completing and submitting the required forms to the NMDOL and must provide CES with a copy of the following required forms: **NOTIFICATION OF AWARD, STATEMENT OF INTENT TO PAY PREVAILING WAGES, and AFFIDAVIT OF WAGES PAID.**
2. The prime contractor, must submit the Statement of Intent to Pay Prevailing Wages and the Notification of Award to the New Mexico Department of Labor, with a copy being mailed or faxed to CES, prior to the start of this project. The Affidavit of Wages Paid must be submitted to the New Mexico Department of Labor, with a copy being mailed or faxed to CES, at the conclusion of your work on this project. The minimum information required for the Notification of Award is: general contractor's name, address, telephone and fax numbers, approximate date work to start, estimated completion date, estimated cost of project and subcontractor list, being sure to provide name, address, telephone and fax

numbers for each subcontractor. The prime contractor is responsible for insuring that the its subcontractor(s) also submit the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid to the New Mexico Department of Labor with a copy being mailed or faxed to CES.

3. CES **will not make any payments** until copies of the Notification of Award, Statement of Intent to Pay Prevailing Wages and, for projects \$25,000 or greater, the Payment and Performance Bond, are received by CES. **Final payment will not be released** until CES receives a copy of the Affidavit of Wages Paid.

M. RFB SCOPE OF WORK

New Mexico educational institutions are continually upgrading existing facilities to meet their current and future facility needs. CES is seeking a qualified contractor(s) who is licensed in the State of New Mexico and may include, but is not limited to, the following areas of licensure: GB, GS, EE, MM, etc., which are required to perform work for CES members in the following areas:

1. Local and Wide Area Network Infrastructure for Various Applications
2. Facility Security and Fire Alarm Systems
3. Telecommunication Systems and Related Services
4. Intercom Systems Relating to Sound, Video, Voice, Data Collection and Distribution and Clock Systems

Responses may be made for any or all of the four categories. Under the terms of any award given under this RFB, each individual project contract will be negotiated with the CES member.

N. RFB SPECIAL TERMS AND CONDITIONS

The terms and conditions listed below apply to all categories of this RFB. Each category will contain additional terms, conditions and specifications, which are in addition to these. If there is a conflict between categorical terms and conditions and those listed below, the categorical terms and conditions will take precedence.

1. New Mexico is a large state geographically. For this solicitation CES is dividing the state into seven (7) service regions. Offerors will be required to indicate within their response which of these service regions of the state they wish to provide services to, and prioritize the areas in order, the areas that your firm intends to concentrate its efforts if given an award. The seven service regions are described below.
 - a. **Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington and Jemez Mountain school districts.
 - b. **Region Two (2)** – Chama Valley, Espanola, Mesa Vista, Penasco, Pojoaque Valley, Questa, Santa Fe and Taos school districts.
 - c. **Region Three (3)** – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Pecos, Raton, Roy, Springer, Wagon Mound and West Las Vegas school districts.
 - d. **Region Four (4)** – Albuquerque, Belen, Bernalillo, Cuba, estancia, Gallup-McKinley, Grants-Cibola, Jemez Valley, Los Alamos, Los Lunas, Magdalena, Moriarty, Mountainair, Quemado, Rio Rancho, Socorro and Zuni school districts.
 - e. **Region Five (5)** – Clovis, Corona, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Santa Rosa, Texico, Tukumcari and Vaughn school districts.

- f. **Region Six (6)** – Alamogordo, Animas, Capitan, Carrizozo, Cloudcroft, Cobre, Deming, Gadsden, Hatch Valley, Hondo Valley, Las Cruces, Lordsburg, Reserve, Ruidoso, Silver, Truth or Consequences and Tularosa school districts.
 - g. **Region Seven (7)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum school districts.
2. Upon execution of a contract between a CES member and the prime contractor, performance and payment bonds will be provided by the offeror as required. The prime contractor agrees to notify the CES member in writing of this requirement before accepting any work orders.
 3. The offeror will deliver payment and performance bonds to CES at the time the contract between the member and contractor is executed.
 4. CES will not withhold an amount for retainage. However, final payment will be released by CES only when the project is complete and all required documents have been received and approved by CES. Progress payments may be a part of any project and must be stipulated.
 5. In the construction, erection or repair of all buildings and structures under this award, the offeror is hereby required to use, whenever the species of lumber necessary for such construction or repair work is available in this state, such species of lumber produced from timber grown in the State of New Mexico (See 13-4-7).
 6. The listing threshold for this RFB will be Five Thousand Dollars (\$5,000). The offeror will list all persons, businesses and contractors who the offeror anticipates to be a subcontractor under this RFB. This information will include: (a) name, address and county of the place of business; (b) category of product and services that will be performed by each subcontractor; and (c) their NMCID license number.
 7. If an offeror fails to list a subcontractor in excess of the listing threshold, and they do not state that the provider is a sole source or that they will put all work that exceeds the threshold to individual bid each time, they are stipulating and stating that they are fully qualified to perform the proposed products and services themselves and that they will perform all work themselves.
 8. If after the award of the contract the offeror sub-contracts any portion of the work in excess of the listing threshold to an unlisted subcontractor, the offeror will be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided therein.
 9. Progress payments may be made to the offeror on the basis of a duly certified and approved estimate of work performed during a designated period of time or percentage of project completed. The offeror must agree to pay all subcontractor or material suppliers for work completed, accepted and billed within seven (7) days of their receipt of the progress payment form CES, unless otherwise agreed on in writing between the parties.
 10. A subcontractor to the offeror may request, in writing, that the subcontractor be notified by CES within five (5) days from payment of each progress payment made to the offeror. It is the responsibility of the offeror to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that the CES member must make payments before CES can issue progress payments. The offeror must provide CES with all subcontractors and suppliers information utilized for any individual project performed under this RFB.
 11. The offeror and the CES member will agree upon a schedule of payments based on identifiable milestones of the project and include these timelines in project contract documents.
 12. In any contract between the offeror and a CES member based on this RFB, the terms and conditions of the RFB will prevail. A contract between the CES member and the offeror for construction will be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

13. In any contract between the CES member and the offeror, a scope of work (a description of the work to be performed by the offeror) will include all specifications, drawings and other final documents. All applicable codes around which the contract is made will be included, as will any technical specifications and general conditions.
14. Work to be performed by the CES member must be clearly described and agreed to by the offeror and CES member prior to project start up. Any agreements on liquidated damages and early completion incentives will be between the CES member and the offeror and must be agreed upon in writing prior to start up. If the CES member declines a liquidated damages or early incentive agreement, the offeror will obtain a written and signed statement to this effect. A copy will be provided to CES.
15. The condition of the site before start up will be agreed upon between the CES member and the offeror and will be written into the contract. The offeror will assume full responsibility for the protection and safekeeping of any products stored on the premises.
16. Temporary electrical service and the cost for power, the cost for water and other member costs will be identified and agreed upon in writing.
17. The method and manner of performance must be stated: employees of the offeror are not employees of the CES member or CES; the level of competency of the personnel will be subject to approval by the CES member; the offeror must agree to comply with all local, state and federal laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations; procedures for dealing with fire, theft, and storm damage must be established; and methods the offeror will use to guarantee safe job practices relating to the health and welfare of the member employees and company employees will be clearly stated.
18. All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the CES member of the situation. The offeror will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.
19. The offeror must advise CES member's contact person whenever work is expected to be hazardous to school children, member employees and operators.
20. The offeror will deliver materials to the worksite in new, dry, unopened and well-marked containers showing product and offeror's name. Damaged or unlabeled materials will not be accepted.
21. The offeror will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the member's contact person.
22. Change orders are to be avoided if possible since they often indicate poor planning. A mutually agreed upon system for establishing changes must be identified, including changes in scope and changes in compensation for the offeror. Because of cost, safety and scheduling considerations, the ability to make field change orders needs to be permitted, and mutually agreed upon paperwork to document these changes must be allowed. A change order that increases the contract amount in excess of Ten Thousand Dollars (\$10,000) or five percent (5%) of the contract amount, whichever is greater, must be approved in writing by the governing board of the CES member. A copy of the approval must accompany a revised purchase order to CES. No change order that increases the cost of the project will be permitted without a purchase order to CES from the CES member ordering the change. Minor changes mutually agreed between the member and the offeror that do not involve compensation may be made without informing CES, unless such change significantly modifies the scope and needs to be documented.

23. Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract. The agreement must state that CES will not be responsible for any late fees or penalties due the offeror by the CES member.
24. The CES member retains the right to extend the schedule of work or to suspend the work and to direct the offeror to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through CES as allowed in the agreement.
25. The offeror must agree that the CES member reserves the right to release information about the project and that any advertising of the project by the offeror must be approved by an authorized official of the buyer.
26. A schedule for performance of work that can be met without planned overtime is the responsibility of the offeror.
27. Terms for acceptance by the member and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the member to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes total acceptance before payment of any retained compensation. Upon completion of the project, the worksite will be left in a condition equal to or better than before the project.
28. For audit purposes, a copy of any contracts and agreements between the CES member and the offeror must be kept on file in the office of CES. It is the responsibility of the offeror to supply a signed copy of all contracts and agreements to CES.
29. The offeror may offer extended warranties available at extra cost to CES members that agree to a maintenance contract. The maintenance contract must be offered as a separate line item. Upon request, no-cost training must be offered by the prime contractor for the maintenance staff of the member and will be arranged before installation as part of the purchase contract.
30. Upon completion of the work, the offeror will present the member with all documents necessary to close out the project. Maintenance manuals, drawings and warranties on installed equipment will be given to the member.
31. Even if final payment is made, if the member discovers an unfinished job that should have been completed, the offeror will complete the work in a timely fashion at no additional cost.
32. The offeror will perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.
33. The offeror must possess a New Mexico contractor's license that enables him to undertake, or purport to have the capacity to perform, supervise others, to construct, alter, repair, add to, subtract from, improve, move, wreck, or demolish any road, land, public educational facility/structure/building or to do any part thereof. This also includes the erection of any structure or facility within the limitations of this RFB, to connect such structures or improvements to utility service lines and metering devices and sewer lines; to provide mechanical service for new or improvement of a facility, etc. The contractor agrees to keep any required license current and in compliance with the rules and regulations of the New Mexico CID.
34. The offeror will ensure that all individuals, firms or subcontractors being used to perform or supervise work under this contract hold a current contractor's license, as required by NMCID and by law. All subcontractors to be utilized under this contract must be clearly identified with the name, address, trade or type of work, New Mexico license number and New Mexico State Tax ID.

O. PRICE AND COST SUBMITTAL

1. The R.S. Means Company publishes a CD Rom and books covering a wide range of the various construction services and products that may be required under this RFB. The current CD/books will be the basis for all construction services and products provided within a quote or proposal that is not clearly stated and identified within an established published price list provided as part of the offeror's response.
2. The offeror represents what portion of the R.S. Means total cost (including overhead and profit) will be charged the CES member for construction costs. A bid cost of 92% indicates that the contractor will charge the Means Total Cost for each assembly item times .92 as the billable amount; a bid cost of 102% indicates that the contractor will charge the Means Total Cost for each assembly item times 1.02 as the billable amount. Note that this item includes state tax. Travel and per diem have not been included. In preparing a proposal for a CES member, travel and per diem may be added if the location of the project is more than 70 map miles from the home location of the contractor or subcontractor. If overtime is required to meet the CES member's timelines, the additional cost must be clearly identified.
3. Factors affecting cost, including quality of materials, productivity of labor force, size of project and location have been included in the Means calculation. Bond costs have been included in Means overhead and profit. Items as season of the year, contract management, weather conditions, building code requirements, safety and environmental concerns have not been addressed and must be broken out and clearly identified and stated with their related costs.
4. The labor cost table must be completed showing contractor's CES rates. These rates will be utilized to determine driving time, overtime and other chargeable time.
5. Goods and services provided under this contract that are not part of an R.S. Means portion of a quote/proposal, the cost of these items will be calculated by taking the list/retail price less the CES discount. Any items not covered by R.S. Means or a published price list must be submitted in advance and approved by CES prior to being included in any quote or proposal.
6. If a product/service is found not to be listed on a manufacturer and/or retail price list and is custom designed, manufactured and is provided for a unique application or project, the offeror must issue a written request for quote to three (3) or more manufacturers, providers and suppliers of such products/services. All written responses to the offeror's written quote must be submitted to and accepted by CES prior to the cost of said item(s) being included in any quote or proposal submitted to a CES member. CES and/or its member reserve the right to accept or reject any quote or proposal including such items.
7. If a product or services is required as part of the performance under this contract that can only be obtained and/or manufactured from a single source and fall under the sole source provision of the New Mexico Procurement Code (13-1-126), the offeror must provide CES with the necessary documentation to substantiate the purchasing method.
8. Cost evaluation will be based on a point system with points being awarded for being low to high bidder for each cost evaluation item, that is, contractor, discount off R.S. Means, overhead and profit percentage markup, mileage charge, per diem rate, travel time, etc. If an offeror leaves out an item that is required, CES will allot zero (0) points to that item, and if awarded a contract, 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

Other points will be awarded for labor rates. Low bid on each labor rate for each category will be awarded the total points for that individual rate. Each labor rate in each category will have a total value of the points indicated, and each other bidder will receive points calculated as follows:

$(\text{Lowest Bid} / \text{Other bid}) \times \text{point value}$

P. LISTING OF CATEGORIES

CES has prepared one (1) RFB document that includes several bid requests. Select the category/categories in which you choose to respond and prepare the response only for those categories. You do not need to respond to all categories. Each category is divided into several sections, including:

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

Category 1 Local and Wide Area Network Infrastructure for Various Applications

Categorical Scope of Work

CES desires to contract with a qualified and properly licensed and experienced offeror to provide local and wide area network equipment for CES members. This contract will provide for the planning, design, engineering, installation and maintenance of network systems. The desired equipment and infrastructure will be used in varied applications, ranging from computer networks, media management/distribution systems, intercommunication systems, master clock systems, security/alarm systems or a combination of these systems.

CES believes that no single offeror can provide all the planning, design and implementation skills and the latest equipment to meet all the requirements for our members. Therefore, CES believes a company that responds to this category must have as a primary goal delivery of the best equipment and service through partnerships with the CES member and other contractors.

Categorical Definitions

ADSL: Asymmetrical Digital Subscriber Line.

ANSI: American National Standards Institute.

Architecture: The logical structure of the communications system of a network including protocols, formats and sequences of operations.

ATM: Asynchronous Transfer Mode.

AWG: American Wire Gauge.

Bridge: A networking device that connects two LANs by forwarding or filtering data packets.

Campus Area Network: A network designed to provide for connectivity between buildings located in the same general area.

CAN: Campus Area Network.

CCIA: Computer Communications Industry Association.

CCTV: Closed Circuit Television.

Client: A device that requests services from a server.

Closed Architecture: One that is compatible with only the hardware and software from a single vendor.

Connection Oriented Network: Data is transferred following the same pre-established path between two points.

Connectionless Network: Specified by IEEE 802 standards; communications which do not require a logical connection to be established between two stations before transmission takes place.

DCE: Data Communications Equipment – Equipment found at the transmission sources and destination that allows communications to occur. It is responsible for establishing, maintaining and terminating connections. It performs signal conversion and coding between the transmission medium and the DTE.

De facto Standard: An informal standard created by large public popularity and acceptance.

De jure Standard: A formal standard developed and produced by a committee.

Distributed Architecture: A LAN that uses a shared communications medium and shared access methods.

DSU/CSU: Data (Digital) Service Unit and Channel Service Unit.

DTE: Data Terminal Equipment – The device that produces data to be transmitted across an inter-network.

EIA: Electronics Industries Association.

EISA: Extended Industry Standard Architecture.

FDDI: Fiber Distributed Data Interface.

Groupware: Applications software designed for use in a LAN environment.

Hub: Provides connections to and from multiple network devices.

IEEE: Institute of Electrical and Electronics Engineers.

ISA: Industry Standard Architecture.

ISO: International Standards Organization.

ITU: International Telecommunications Union.

LAN: A data communications system allowing a number of independent devices to communicate directly with each other within a moderately sized geographic area over a physical communications channel of moderate data rates. These devices include servers, CD-ROM drives, computers, facsimile machines, printers and telephones.

MAC: Media Access Control.

MAN: Metropolitan Area Network.

NEC: National Electric Code.

NFPA: National Fire Protection Association.

Open Architecture: One that is compatible with the hardware and software from any and many vendors.

Packet Switching: A data transmission method that routes packets along the most efficient path and allows a transmission channel to be shared by multiple connections.

PCM: Pulse Code Modulation.

Peer-to-Peer LANs: Where any PC can contribute to or share network resources; all network devices are able to work as equals.

Protocol: A set of rules, procedures or conventions relating to format and timing of data transmission between two devices.

Repeater: A network device used to repeat signals from one cable to another.

Router: A network device used to channel messages from one cable link to another.

SACII: American Standard code for Information Interchange.

SMDS: Switched Multi-Megabit Data Services.

SNMP: Simple Network Management Protocol.

Telecommunications: Any transmission, emission or reception for signs, signals, writings, images and sound that is information of any nature by cable, radio, optical or other electromagnetic systems.

TIA: Telecommunications Industry Association.

Topology: The physical appearance and/or manner of operation of a network.

Transmission Channel: The physical infrastructure providing the foundation for the connection of all other network devices, usually cables, although certain wireless transmission channels are available.

Transmission Medium: The type of cable or wireless system used to connect the network devices.

Uplink: Signals transmitted from ground stations to satellites.

UPS: Battery back-up system to provide continuous power in the event of a power failure, often included with surge protection.

USTSA: United States Telecommunications Suppliers Association.

WAN: A data communications system allowing a number of LANs to communicate directly with each other over long distances using telecommunications links such as telephone lines, satellites or microwave rather than a lengthy cable.

Categorical Terms and Conditions

The following special terms and conditions are in addition to the applicable general terms and conditions that appear previously. Please review them and sign the Special Terms and Conditions and Specifications page.

1. Offeror will be properly licensed to perform all work required under the contract and will ensure that properly licensed subcontractors are used to perform the work.
2. The offeror will cooperate with any architect, engineer, general contractor, sub-contractor or other offeror working on the same project, as necessary and as directed by the CES member to assure that the scope of work for a project is accomplished.
3. The offeror will submit complete documentation for the network infrastructure to the member for approval before work begins. The documentation will include model numbers, type, rating, size, style, manufacturer's name and manufacturer's catalog data sheets.
4. Prior to any installation, the offeror will provide to the member or member's representative, specific and complete cabling drawings showing the connections between network devices and all floor plans and layouts showing all interconnected cabling of devices.
5. All equipment must be new, unused and listed by UL for the purpose intended. All electronics will be designed for continuous use without degradation of function or performance. When practical, one manufacturer will be used to guarantee compatibility. All equipment offered on this contract will be from manufacturers regularly engaged in networking infrastructure and will be the latest standard designs current at the time of delivery.
6. All installation will be in strict compliance with manufacturer's recommendations and local, state and national legal codes and industry standards. During installation, all

connections and pieces of equipment will be fully tested by a technical representative trained by the manufacturer. The contractor will only install local area network cable that has been tested and verified by ETL and has been listed in compliance with TIA/EIA, ISO/IEC, IBM or Bellcore standards. As evidence of certification, a dated copy of a directory of ETL verified cable must be placed after Tab 8.

7. The system will be accepted in writing only after a satisfactory test of the entire network or installation in the presence of an authorized representative of the member.
8. Prior to acceptance, the offeror will provide the CES member a complete set of "as-built" system drawings and copies of operational manuals for all installed equipment.
9. The offeror will provide comprehensive training on the operation, use and testing of the installed equipment to personnel selected by the member.
10. All materials used by the offeror at a worksite will have a Material Safety Data Sheet (MSDS) as required by law. The MSDSs will be filed in a centrally located area accessible by both the workers and member's personnel.
11. Any trenching necessary for the installation of any cable will not be covered by this contract.
12. All work sites must be returned to original condition including patching, paving and addition to fill and landscaping. Repair of sunken trenches or damaged asphalt or concrete by trenching or saw cutting is the sole responsibility of the contractor.
13. All penetrations of walls and buildings must be sealed in an appropriate manner, subject to the approval of the member and must meet local and state fire codes.
14. The offeror will provide for the records of the CES member copies of all permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments and similar documents, correspondence and records established in conjunction with the work performed and compliance with the standards.
15. All building cabling installed under this contract will conform to ANSI/TIA/EIA-568-A standards.
16. All pathways and spaces in the infrastructure will conform to ANSI/TIA/EIA-569-A standards. Firestops and seismic considerations will be installed, as described in the latest edition of this standard. Pathways and space systems will be as independent as possible from the cabling and equipment that currently occupy the pathways and spaces.
17. All grounding and bonding of electrical infrastructure will conform to ANSI/TIA/EIA-607 requirements.
18. When a small building is being wired for telecommunications, ANSI/TIA/EIA-570 will be followed.
19. Any conduit that is installed with pulling wire must have steel elbows to allow pulling around a bend without destroying the elbow.
20. Hybrid cable will not be used in new construction and only in a remodel project when pathway problems cannot be overcome.
21. The offeror will install plenum-rated cable in all plenum spaces. Any non-plenum cable discovered in a plenum space will be replaced, unless the fire marshal approves, in writing, its non-removal.
22. No cabling will be installed under a carpet in new construction. In a remodel, under carpet installation will be limited to areas where no foot traffic will ever occur.
23. All infrastructures will be designed for easy change in the future.
24. All network devices offered will be industry standards compliant.

25. All network devices offered will be in direct accordance with the following codes and standards, as applicable to the device; National Electrical Code (NEC), American National Standards Institute (ANSI), American Society of Testing Materials (ASTM), CCITT, Electronic Industries Association (EIA), Federal Communications Commission (FCC), Institute of Electrical and Electronic Engineers (IEEE), Internet Engineering Task Force (IETF), ISO/OSI and Underwriters Laboratories (UL).
26. All network equipment data cabling will be compatible with and meet applicable structured wiring practices as defined by the EIA/TIA and the IEEE.
27. All WAN and network access devices will be interoperable with all LAN/WAN protocols.
28. Offeror will provide a complete set of specifications that identifies each module's data rate, network protocol, size, weight, interface options, electrical requirements, memory, electromagnetic emission and susceptibility level, thermal rating, flammability rating, environmental requirements, and the IEEE standards supported by the equipment, upon request.
29. The offeror will not perform any construction under this contract if such work exceeds the construction limits set forth in the New Mexico Procurement Code or established by the New Mexico Construction Industries Division Regulations.

To assist the offeror in determining if any work would be considered construction, the definition of construction as defined in the New Mexico Procurement Code is provided below.

“Construction” means the building, altering, repairing or demolishing in the ordinary course of business any: road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewerage or water treatment facility, power generating plant, pump station, natural gas compressing station, gas processing plant, coal gasification plant, refinery, distillery or similar facility; sewerage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; microwave station or similar facility; retaining wall, wall, fence, gate or similar structure; or similar work; the leveling or clearing of land; the excavating of earth; the drilling of wells of any type, including seismograph shot holes or core drilling; or similar work.

Categorical Specifications

1. Design of LANs
 - a. Develop a comprehensive analysis that addresses the following: Who will use the LAN and in what capacity? What are the current and long-term goals for the LAN and who will be responsible for doing what?
 - b. This analysis should determine the disruptions and inconveniences to the member likely to be encountered during the installation and testing of the new equipment. List the changes to the worksite that will happen upon implementation.

- c. All recommendations will be consistent with the ANSI/TIA/EIA-569-A standard as related to horizontal pathways and related spaces, intrabuilding backbone pathways and related spaces, the telecommunications closet, equipment room, firestops and entrance facilities.
 - d. The pathways/space system should be designed as independent as possible from the cabling and equipment that occupy the pathways and space. The location of people and furniture is transitory and the pathways/space design should be as independent as possible from current locations.
 - e. Prepare a final report for the member that includes an assessment of current hardware and identifies what can be incorporated into the new design.
2. Infrastructure for Departmental and Workgroup LAN/WANs
- a. The cabling system must be one that will last at least 15 years and be based on the structured cabling standard, ANSI/TIA/EIA-568-A and 569-A.
 - b. All cable pathways must be designed through conduit, cable trays, under-floor ducts, access floors, etc., always with the idea of protecting the cable and for an easy way to install additional cable or to replace the system, as needed.
 - c. Only horizontal cable types recommended by ANSI/TIA/EIA-568-A will be installed.
 - d. Cabling density in a work area should be reasonable but with the future needs in mind.
 - e. A telecommunications closet should be located as close as possible to the center of the location it will be serving. The closet should be large enough to house the equipment that may potentially be located there. The infrastructure will be administered as described in TIA-606.
 - f. All equipment will be grounded and bonded as described in ANSI/TIA/EIA-607.
 - g. Copper-based cabling systems will be protected from electromagnetic interference by being located a sufficient distance from power lines and other sources of EMI.
 - h. Equipment will be protected from power fluctuations (spikes, surges, brownouts, blackouts) by surge suppressers and uninterruptible power supplies.
 - i. Pathways will be planned to accommodate any applicable seismic zone requirements. The integrity of all firestop assemblies will be maintained when penetrated by cable, wires and pathways.
3. Infrastructure for Organizational LAN/WANs
- a. The connecting of two or more workgroup LANs of the same technology to form a backbone network will be available in multiple configurations and use a variety of technologies, as described in ANSI/TIA/EIA-568 and 568-A.
 - b. Backbone distances will be within industry standards.
 - c. The transmission technique should be Ethernet, Gigabit Ethernet, Token-ring, FDDI or ATM technology. The backbone should be able to operate at speeds of 100 MBPS or greater.
 - d. The backbone network will connect various LAN/WANs to each other using hubs, repeaters, bridges and routers.
 - e. Backbone hardware should be located in a central place for easier maintenance, greater security and ease of operation.
 - f. Pathways will be planned to accommodate any applicable seismic zone requirements. The integrity of all firestop assemblies will be maintained when penetrated by cable, wires and pathways.

4. Infrastructure for Enterprise Networking
 - a. The offeror will provide plans and recommendations for the connecting of an organization over local and wide areas.
 - b. The offeror will identify one or more private networks that will be available for a telecommunications link, if needed.
5. Passive and Active Hubs and Modules
 - a. Passive, active smart or intelligent hubs are requested, as needed.
 - b. Workgroup and enterprise hubs will have the ability to connect multiple network devices and must support at least one network technology and one type of transmission medium.
 - c. Modules that plug into the backpane of a hub may be provided. In addition, modules that provide bridging, routing and management functions should be offered.
 - d. The following cards will be hot swappable without loss of the fiber optic hub's functionality or configuration: concentrator modules, management modules, interconnectivity device modules deployed within the hub, such as bridges and routers.
 - e. All shared media hubs will be scaleable, modular, OSI layer 2 compatible, allow for multiple LAN/WAN protocols, be ISDN BRI/PRI capable, by 56k/T1/DS-3 capable and wireless capable.
 - f. Hubs may be desktop models or rack mountable.
6. Network Interface Cards
 - a. Network Interface Cards (NICs) are requested for Ethernet, Gigabit Ethernet, Tokenring, FDDI and other network technologies and the cables to attaché them to the network.
 - b. NICS must be able to provide at a minimum the following functions: prepare communications between two stations on the LAN by establishing parameters (speed, packet size, buffer size, time-out parameters); perform any parallel-to-serial conversions needed; encode and compress data to improve speed.
 - c. Network interface cards will be capable of full protocol bandwidth and be fully compatible with any existing LAN network operating system, video operating system, client computers and digital video compression/decompression.
7. Repeaters
 - a. Non-intelligent repeaters will be used to connect distant stations to a LAN and/or within a single building. Signals will be passed at network speeds.
 - b. Analog, digital and fiber optic repeaters are requested.
 - c. The offeror will provide, as needed, the following types of repeaters: local repeaters, remote repeaters using copper or fiber, multiport and buffered repeaters, hub repeaters.
 - d. Repeaters may be desktop models or rack mountable.
8. Bridges
 - a. To create a single logical network or to interconnect networks that have been extended using repeaters, a bridge (intelligent repeater) will be offered.
 - b. Bridges must permit stations on one segment to communicate with stations on another segment using a filtering system.
 - c. The offeror will provide local bridges for back-to-back type connections and remote bridges for LANs separated by a large distance.

- d. The offeror will provide multiport and switching bridges, as needed.
 - e. Bridges may be desktop models or rack mountable.
9. Routers and Bridge/Router Combinations
- a. To provide internet work connectivity between LANs with different network technology, routers will be offered.
 - b. Single-protocol routers will be offered for schools that have standardized on a single protocol.
 - c. Multiprotocol routers that support simultaneous, multiple layer protocols for data transmission, are requested.
 - d. Access routers (fewer interfaces) and router hubs that are full function routers that provide WAN and LAN interfaces and supports many protocols, are requested.
 - e. When necessary to have a central switching device in a star topology router network, boundary routers may be supplied.
 - f. Routing bridges, bridging routers and brouters may be offered. Brouters that use proprietary technologies and do not operate with other brouters, bridges and routers are not acceptable.
 - g. All bridges and routers will comply with industry open-standards and have documented interoperability with all related protocols. All remote bridges and routers will be capable of adapting to a full or partial T-1, fractional T-1, or 56/64 KBPS bandwidth or their particular protocol.
 - h. Routers may be desktop models or rack mountable.
10. Gateways/Firewalls
- a. When a network needs a device to translate transmission between two often proprietary protocol stacks (such as SNA and DNA or AppleTalk to TCP/IP), a gateway device is requested.
 - b. All Internet gateways will comply with related industry open standards.
 - c. Firewalls may be standalone or rack-mountable enclosures or housed in a common LAN/WAN enclosure.
 - d. All Internet and communications gateways will be configured with address translators, packet filters, circuit gateways, application-level gateway and allow for 10T/100T, Gigabit Ethernet, Token-ring, FDDI, 155 Mbps ATM and wireless connectivity.
 - e. LAN-to-host, LAN-to-LAN and mail gateways are requested.
11. Data Terminal and Data Circuit Terminating Equipment
- a. For analog communications, modems are needed; for digital a CSU/DSU is requested.
 - b. All CSU/DSUs will be compliant with current standards, modular, scalable and have remote access capabilities.
 - c. CSU/DSUs will be auto-configuring upon re-boot, capable of full operation without operator intervention and will come in non-managed and managed configurations.
 - d. No modems under 28,000 baud will be offered on contract.
 - e. ALL CSUs offered must keep a line connected if a failure should occur in other communications equipment.
 - f. DSUs must convert signals from bridges, routers and multiplexers into bipolar digital signals.
 - g. Units will have a MTBF rating or greater than 20 years.

- h. DSU/CSUs may be desktop models or rack mountable.
12. Miscellaneous Network Equipment and Software
- a. To operate successfully a LAN over any extended time, administrative software for security and backup is required.
 - b. The offeror will propose additional equipment and software to complete any potential configuration needed. Such equipment may include, but not be limited to, the following: Channel banks; multiplexers; T1/E1 devices that transmit ATM using cell-based technology; DB-9, 15 or 25 connectors; frame relay switches; fast packet multiplexer; dial-up modem network management system; wide area network access switch for central site remote access applications; TSUs (T1 service units).
 - c. To link building automation and control networks, ANSI/ASHRAE 135-1995 standards will be followed.
 - d. All LAN device fiberoptic interfaces will have the following: LED/Laser optical source, multimode, 850/1300 nm, wavelength, 10db minimum cable loss, .1-2 km repeater span with SC connector types.
 - e. All WAN device fiberoptic interfaces will have the following: LED/Laser optical source, multimode, 850/1300 nm wavelength, 10db minimum cable loss, >2 km repeater span, with SC connector types.
 - f. LAN packet switches will have a standard compliant SNMP network management system implementation, be scaleable, modular, OSI layer 2 compatible, allow for multiple LAN/WAN protocols, be ISDN BRI/PRI capable, be 56k/T1/Ds-3 capable and wireless capable.
 - g. Uninterruptible Power Supplies (UPSs) will support all equipment offered.
 - h. All Frame Relay Access Devices (FRADs) will be compliant, modular, scalable, be OSI layer 2/3 capable, allow for encryption, allow for multiple LAN/WAN protocols and be 56K/T1/frame relay capable.
 - i. UPSs will be rack mountable and located in the equipment rack of the equipment being protected.
 - j. Any UPS unit supporting a server must have at least 100% greater rating than the supported loads and have a minimum of eight (8) minutes of run-time at full speed. In addition, it must warn the Network Management System (NMS) that power has been lost when it is in the battery power operational mode.
 - k. All UPS equipment will monitor power supplies for high-speed voltage, current transients and power harmonics.
13. Installation, Management and Administration
- a. The offeror will provide for the installation of equipment, configuration of software, testing of the equipment and establish a management capability for the administrators of the LAN.
 - b. The NMS will be menu-driven and should have a graphical user interface. The NMS hardware platform will be fully configured, including all necessary interface hardware, software and cabling.
 - c. The NMS will support SNMP and have an integrated database with the ability to provide hooks to outside software packages.
 - d. The NMS will provide multi-layered management of hubs, bridges and routers with automatic recognition of all manageable elements; the NMS will incorporate a graphics engine capable of representing network topology, traffic and statistics.

- e. The NMS will be able to perform diagnostic tests at all nodes in the LAN. The NMS will have the ability to gather and store information about the operation of the network and publish, from time to time, reports about the system, including information about major and minor alarms.
- f. The offeror will specify that the NMS have the ability to distinguish context-sensitive and time-sensitive alarms (either major or minor) and will have screens to display these alarm classifications. Users will be able to set alarm thresholds.
- g. All update releases of NMS software will be made available to the member without additional charge during the one-year warranty period.
- h. The NMS will be configurable to monitor both LAN and WAN links and segments.
- i. The NMS will be capable of analyzing OSI layer 107 protocol products.
- j. The offeror will coordinate all data cabling and termination requirements, including media converters, physical connectivity, impedance matching and filtering.
- k. The LAN will be capable of operation without damage to its functionality or components when subjected to ANSI/IEEE C62.41 Category "B" AC line-voltage surges. The contractor will supply all necessary transient voltage surge suppression devices needed to assure this operation. The contractor is encouraged to supply the surge protection devices that have a manufacturer's guarantee of protection with an insurance package.
- l. Local code-approved fire-stop means will be applied at each interface between floors and between all fire-rated spaces. All necessary drawings will show fire-stop means and materials. Copies will be provided to the school and to other authorities.
- m. The offeror will supervise the installation of any cable, copper or fiber. The offeror will require the cable installation personnel to be familiar with safety procedures, equipment operation and cable manufacturer's installation requirements such as maximum pulling tensions and the correct use of a pulling-eye. Pull-throughs of copper with offsets will be rigged with two (2) sheaves.
- n. In long pull-through racking, slack will be obtained by the use of bending shoes or equivalent to avoid sheath damage. Cable will be secured in a neat and organized manner with plastic tie-wraps. Any excess cable in splicing vaults will be neatly coiled for storage before splicing. After splicing is completed, splice cases will be properly secured to racks with plastic tie-wraps.
- o. Cable-pulling lubricant will be used per manufacturer's instructions. The manufacturer's pulling tension limitations will not be exceeded under any circumstance. No copper splicing will be allowed within the system.
- p. All cable and cable pairs will be terminated according to industry standards; terminating blocks will be grounded; only the minimum amount of sheathing required to obtain access for termination of individual pairs will be removed (less than 1/2 inch). Extreme care will be taken to maintain any native twist rate in all cable.
- q. All copper wiring will be routed as closely as possible to the backboard and cable tray groundplanes. Cable rings or another means will be used to permanently maintain correct position.
- r. Contractor will provide physical support and cable management means for all copper runs and termination points, especially between floors, between cable tray and equipment racks, and on equipment racks. Proper bend radius to wire diameter will be maintained. Cable run outside will be suitable for runs buried in conduits and

- aerial runs. Cable performance will not be degraded and the cable will not be damaged in any way by long-term immersion in ground water. Aerial cable outer jacket will be suitable for long-term exposure to sunlight and weather, with a life cycle greater than 20 years. Outer jackets on all cables will be fungus inert and crush resistant.
- s. If optical fiber is spliced, the loss per splice will be 0.2db or less. The contractor will test the system to verify loss by splices is within specifications. All cable must be properly capped and terminated, following industry standards.
 - t. The fiber network will be tested and 100% of all fibers will test within specifications. If any segment of cable is found to have unsatisfactory test results, that specific cable link will be replaced with a new link, which must then pass the test.
 - u. The copper cabling network will pass all tests for category 5e wire. Cable used will be standard color-coded and UL listed.
 - v. All devices for the Internet will work with the NMS. The contractor will coordinate with the school personnel to be certain that all networking devices supplied are compatible with existing equipment, the NMS and any planned future equipment.
 - w. The offeror will provide the CES member with a complete set of cabling records, as described in TIA/EIA-606.
14. Interbuilding Underground Pathways, Entrance and Riser Needs
- a. All underground pathways and building backbone work will be in conformance with the latest edition of ANSI/TIA/EIA-569-A.
 - b. Tunnel pathways design will be corrosion-resistant; metal pathways will be bonded to ground per applicable electrical code; separation from electrical facilities will be per applicable electrical code; conduit pathways and trays installed in a tunnel will be designed and installed per above. An underground facility is a component of an entrance facility that consists of conduit, duct and trough and may include one or more maintenance holes.
 - c. Underground entrance preplanning will include land development, topographical limitations and grading of the underground facility to permit drainage. If required, venting of gaseous vapors will be provided. The depth of the cover over a maintenance hole will be determined by vehicular traffic; weather conditions may require special covering. A concrete encasement will be used when necessary.
 - d. Conduit in the maintenance facility will slope away from an entrance to a building to prevent drainage. To permit the pulling of wire, steel elbows will be used in conduit at all turns.
 - e. A metal sleeve will be used to exit a building to the conduit; the sleeve will reach beyond the backfill area of the building to prevent shear.
 - f. The entrance room or space will be located in a dry area not subject to flooding and be as close as possible to the building entrance point and next to the electrical service room or area in order to reduce the length of bonding conductor to the electrical grounding system.
 - g. Any entrance facility will be placed considering the needs for satellite dish entrance provisions, interbuilding links and backbone/riser needs. A plan to allow easy extension of the riser to the roof will be made, even when the extension is not installed.
 - h. Pathways will not be located in elevator shafts.

- i. Ceiling areas, if used for either vertical or horizontal pathways, will have telecommunications cable installed in both air plenum and non-plenum hollow-ceiling systems according to the applicable electrical and building code.
 - j. All cable support will be coordinated with a structural engineer.
 - k. In a multistory building, at least one telecommunications closet will be located on each level with one closet per 10,000 square feet of floor space. Closet size will meet ANSI/TIA/EIA-569-A recommendations.
 - l. A telecommunications closet will have proper HVAC 24 hours per day, 365 days per year. In small buildings, a shallow closet may be used. The telecommunications closet will have a minimum floor loading rating of 50 pounds per square foot.
 - m. Maximum cable horizontal runs will not exceed industry standards.
 - n. When possible, horizontal pathways will be below the ceiling in trays to reduce crosstalk, allow for easy changes and permit additions of new cabling, as needed. Conduit is not preferred for hallway cabling.
 - o. Firestop systems will meet current applicable BICSI standards. The contractor will make every effort to establish and maintain firestop integrity in any move, change or addition to cabling.
 - p. As much as possible the electrical system will be as independent from the telecom cabling and equipment system as possible. The grounding system will be together to protect the equipment. For life safety, the correct grounding system will be installed by a licensed professional.
 - q. Undercarpet cabling will not be used in new construction and only in cabling historic buildings or in limited remodel projects.
15. Other High-Speed Networks
- a. A fiber channel transmission system may be installed to interconnect peripheral devices, mass storage systems, imaging systems, archiving systems, mainframe computers, high-performance work stations and other high speed devices.
 - b. When a point-to-point high speed connection is needed, a HIPPI system may be installed.
 - c. For high bandwidth with a high level of performance over long distances, the offeror will provide a SBCON connection.
 - d. For extreme bandwidth needs, SCI technology, spread spectrum, microwave or other topologies will be provided.

Required Categorical Response

1. Offerors will prepare a written document which clearly identifies the type, kind and level of products and services they are proposing to provide CES members under this category of the RFB.
2. By written documentation offeror will demonstrate its knowledge, background, experience, ability and capacity to provide those products and perform those services enumerated in No. 1 above. It will provide manufacturer certificates, job references for prior experience, to include scope of work, the type, kind and level of product and services provided; provide the time line for each project listed; provide examples of pre-sale and post-project services

offered, which resulted in better customer satisfaction; and provide what human and physical resources you have to service the regions indicated herein.

3. Provide a written narrative of your company's policies, procedures and strategies to ensure quality control, ability to respond to customer's concerns and problems before, during and after the project. Indicate what follow-up, review and over-site process you have in place to ensure both CES and its member's satisfaction.
4. Provide documentation demonstrating that you have three (3) years of experience in designing, installing and servicing each of the types of systems offered herein.
5. Provide documentation indicating that your company's primary function is specializing in and providing network systems as described herein.
6. Provide sample warranties for each of the manufacturers you represent. Provide a written statement as to how your firm intends to execute and assemble transferable warranty documents from subcontractors, suppliers and manufacturers. Describe how your firm intends to meet or exceed the warranty requirements of this bid that exceed the standard warranty offered.
7. Provide written documentation that describes and demonstrates your firm's experience and ability to provide and assist CES members in implementing an ongoing maintenance plan, which will include staff training on the operation and maintenance of the network systems offered.

Categorical Price and Cost Submittal

1. Offerors will provide a price and discount schedule for products and services offered herein.
2. Offerors may prepare their own schedules. However, all price schedules will follow the format and provide the information listed below. Additional pricing and/or discounts may be included. Place after Tab 6.
 - a. Equipment Price Schedule – Provide an equipment price schedule. The preferred equipment price schedule will include manufacturer's name and price list date and number, publisher's list price, percent of discount offered to CES members and net CES price for each line item. Provide a price schedule for each manufacturer and/or product line offered.
 - b. Services Price Schedule – Provide a price schedule for any services offered to CES's members (installation, etc.). The preferred services price schedule will include price list date and number, your standard or list price, percent of discount offered to CES members and net CES price for each line item.
 - c. Schedule of travel and per diem rates will clearly identify when and how they are applicable and any/all associated terms and conditions that may exist as part of the execution of this RFB. Travel and per diem rates will not exceed the current acceptable state or federal rates, whichever is less.
 - d. Performance and Payment Bonds – Provide documentation confirming your company's current bonding rate to provide a bond for one hundred percent (100%) of a project. For any project under this RFB that requires a bond, no additional costs will be allowed except for the cost of the bond. All bonds issued will be issued to the CES member.
 - e. Cost of incidental products and services will be figured using the alternative method of costing as defined herein.

- f. Optional electronic price schedules may be submitted if available and conform to the RFB requirements. Electronic price schedule format will be in a spreadsheet or tab separated text format, which can be accessed and viewed using one of Microsoft's Office XP's applications.
3. Pricing Higher Than Retail – Pricing that is higher than the manufacturer's suggested retail price is not acceptable.

Cost Evaluation Information

CES has established cost evaluation criteria to be used to determine the low bidder(s). The offeror must provide the required information, and the information provided must tie to and be supported by price schedules provided.

Category 2 Facility Security and Fire Alarm Systems

Categorical Scope of Work

For the past three years the State of New Mexico has been assessing educational institution facilities and is now developing short and long-term facility plans. As educational institutions prepare their facility plans, the New Mexico Public School Facilities Authority (NMPSFA) encourages them to develop an action plan to provide regular and on-going inspections and maintenance of existing and new equipment to obtain the most efficient and cost effective operation of educational institution's facilities instead of only equipment replacement. The first priority identified by the NMPSFA to be addressed are systems that relate to student and staff health, welfare and safety.

To assist members in their effort to meet their needs, CES is seeking offerors that possess and can demonstrate they have the knowledge, background, experience, qualified and properly licensed staff to provide facility electronic systems to include, but not be limited to security, fire, intercommunication, media management/distribution, clocks and permanent sound systems to New Mexico educational institutions. Offerors must be willing and able to provide the planning, design, engineering, installation and maintenance of these systems.

CES believes that no single offeror has either the expertise or capability to provide all the planning, design and implementation skills and the latest equipment to meet all of the requirements of both current and future facilities. Therefore, a company that responds to this RFB must have as a primary goal to deliver the very best equipment and services to meet the public's need through partnerships with both the CES member and other contractors.

Categorical Definitions

ADSL: Asymmetrical Digital Subscriber Line.

ANSI: American National Standards Institute.

Architecture: The logical structure of the communications system of a network including protocols, formats and sequences of operations.

ATM: Asynchronous Transfer Mode.

AWG: American Wire Gauge.

Bridge: A networking device that connects two LANs by forwarding or filtering data packets.

Campus Area Network: A network designed to provide for connectivity between buildings located in the same general area.

CAN: Campus Area Network.

CCIA: Computer Communications Industry Association.

CCTV: Closed Circuit Television.

Client: A device that requests services from a server.

Closed Architecture: One that is compatible with only the hardware and software from a single vendor.

Connection Oriented Network: Data is transferred following the same pre-established path between two points.

Connectionless Network: Specified by IEEE 802 standards; communications which do not require a logical connection to be established between two stations before transmission takes place.

DCE: Data Communications Equipment – Equipment found at the transmission sources and destination that allows communications to occur. It is responsible for establishing, maintaining and terminating connections. It performs signal conversion and coding between the transmission medium and the DTE.

De facto Standard An informal standard created by large public popularity and acceptance.

De jure Standard: A formal standard developed and produced by a committee.

Distributed Architecture: A LAN that uses shared communications medium and shared access methods.

DSU/CSU: Data (Digital) Service Unit and Channel Service Unit.

DTE: Data Terminal Equipment – The device that produces data to be transmitted across an internet work.

EIA: Electronics Industries Association.

EISA: Extended Industry Standard Architecture.

FDDI: Fiber Distributed Data Interface.

Groupware: Applications software designed for use in a LAN environment.

Hub: Provides connections to and from multiple network devices.

IEEE: Institute of Electrical and Electronics Engineers.

ISA: Industry Standard Architecture.

ISO: International Standards Organization.

ITU: International Telecommunications Union.

LAN: A data communications system allowing a number of independent devices to communicate directly with each other within a moderately sized geographic area over a physical communications channel of moderate data rates. These devices include servers, CD-ROM drives, computers, facsimile machines, printers and telephones.

MAC: Media Access Control.

MAN: Metropolitan Area Network.

NEC: National Electric Code.

NFPA: National Fire Protection Association.

Open Architecture: One that is compatible with the hardware and software from any and many vendors.

Packet Switching: A data transmission method that routes packets along the most efficient path and allows a transmission channel to be shared by multiple connections.

PCM: Pulse Code Modulation.

Peer-to-Peer LANs: Where any PC can contribute to or share network resources; all network devices are able to work as equals.

Protocol: A set of rules, procedures or conventions relating to format and timing of data transmission between two devices.

Repeater: A network device used to repeat signals from one cable to another.

Router: A network device used to channel messages from one cable link to another.

SACII: American Standard code for Information Interchange.

SMDS: Switched Multi-Megabit Data Services.

SNMP: Simple Network Management Protocol.

Telecommunications: Any transmission, emission or reception for signs, signals, writings, images and sound that is information of any nature by cable, radio, optical or other electromagnetic systems.

TIA: Telecommunications Industry Association.

Topology: The physical appearance and or manner of operation of a network.

Transmission Channel: The physical infrastructure providing the foundation for the connection of all other network devices, usually cables, although certain wireless transmission channels are available.

Transmission Medium: The type of cable or wireless system used to connect the network devices.

Uplink: Signals transmitted from ground stations to satellites.

UPS: Battery back-up system to provide continuous power in the event of a power failure, often included with surge protection.

USTSA: United States Telecommunications Suppliers Association.

WAN: A data communications system allowing a number of LANs to communicate directly with each other over long distances using telecommunications links such as telephone lines, satellites or microwave rather than a lengthy cable.

Categorical Terms and Conditions

The following categorical terms and conditions are in addition to the applicable general terms and conditions that appear previously. Please review them and sign the Special Terms and Conditions and Specifications page.

1. The offeror must demonstrate that it possesses the appropriate NMCID license(s) to perform all services offered under this RFB, or will ensure that properly licensed subcontractors are used to perform any work it does not perform.
2. The offeror will cooperate with any architect, engineer, general contractor, sub-contractor or other agencies working on the same project, as necessary and as directed by the CES member to assure that the scope of work for a project is accomplished.
3. Prior to CES issuing a purchase order, the offeror will submit documentation for the solicitation being proposed to the CES member for approval. The documentation will include model numbers, type, rating, size, style, manufacturer's name and manufacturer's catalog data sheets.
4. The following guidelines must be followed for projects covered by this RFB.
 - a. Offeror will provide the copies of any documentation required by the member, member's design professional or member's designated representative.
 - b. The offeror will submit any required documents direct to the New Mexico State Fire Marshal's office for review and approval.
 - c. All information submitted will be clearly presented and include sufficient information to show compliance with performance criteria.
 - d. Drawings and equipment information will meet the requirements of the current edition of the Fire Alarm System Drawings Submittal Guidelines of the State Fire

Marshal's Office. Current requirements are available from the State Fire Marshal's Office, P.O. Box 1269, Santa Fe, New Mexico 87504, 1-800-244-6702 or 505-827-3550.

- e. Submittals will include plans and equipment data, including manufacturer's name(s), model numbers, ratings, power requirements, equipment layout, device arrangement; complete wiring point-to-point diagrams, and conduit layouts.
 - f. Submittals will include a certification from the equipment manufacturer that the proposed supervisor of the installation and the proposed performer of warranty and, if requested, contract maintenance is an authorized representative of the equipment manufacturer. Include names and addresses in the certification.
 - g. If required, submittals will include specific and complete cabling drawings showing the connections between network devices and all floor plans and layouts showing all interconnected cabling of devices.
 - h. Submittals will include a sample warranty, clearly identifying any/all conditions and parameters.
5. The review and approval process during a project may include but is not limited to the following:
- a. Prior to obtaining any supplies, materials and/or equipment or commencing any work for a project, the offeror must obtain project approval from the member, member's design professional or representative and the State Fire Marshal (SFM).
 - b. In the event that any of the reviewing parties request changes to the submitted information, the offeror will be responsible for ensuring that all others are advised of the change(s) and obtain their agreement on the change(s).
 - c. In the event of a conflict between the reviewing parties, the offeror must pursue the resolution of the conflict with the member and the parties. The offeror cannot start work until such conflict is resolved and signed by all parties.
6. All equipment must be new, unused and listed by UL for the purpose intended. All electronics will be designed for continuous use without degradation of function or performance. When practical, one manufacturer will be used to guarantee compatibility. All equipment offered on this contract will be from manufacturers regularly engaged in networking infrastructure and will be the latest standard designs current at the time of delivery.
7. All installation will be in strict compliance with manufacturer's recommendations and local, state and national legal codes and industry standards. During installation, all connections and pieces of equipment will be fully tested by a technical representative trained by the manufacturer. The contractor will install only local area network cable that has been tested and verified by ETL and has been listed in compliance with TIA/EIA, ISO/IEC, IBM or Bellcore standards. As evidence of certification, a dated copy of a directory of ETL verified cable must be placed after Tab 8.
8. The system will be accepted in writing only after a satisfactory test of the entire network or installation in the presence of an authorized representative of the member.
9. Closeout procedures and documentation will be established during the pre-construction meeting. Closeout documents are a condition for final acceptance and final payment. They must be received and accepted by the member prior to request for Final Payment. Project closeout may include but is not limited to:

- a. Project record documents must include drawings, project manual and product data, actual “as-built” work, including all revisions, record information concurrent with the construction progress legibly marked to record actual construction, and actual locations of fire alarm equipment, devices and cabling routes.
 - b. Provide two (2) sets of hard copy record drawings and electronic (dwg or .pdf format) drawings.
 - c. Provide two (2) sets of hard copy Project Manual, Product Data and electronic (.pdf or .rtf format) data.
 - d. Provide three (3) copies of the installed system’s final test report.
 - e. Provide documentation describing the subjects and areas covered during the onsite training and evidence of who completed the training.
 - f. Provide three (3) sets of operation and maintenance manuals, bound in 8 1/2 x 11 inch text pages, three D side ring binders with durable plastic covers and two electronic files in Adobe PDF format provided on CDs. The binder contents may include but are not limited to:
 - 1) Directory listing names, addresses and telephone numbers of contractor, subcontractors and major equipment suppliers.
 - 2) Operation and maintenance instructions, arranged by system.
 - 3) Project documents and certificates.
 - 4) Complete operating and maintenance manuals listing the manufacturer's name(s), including technical data sheets.
 - 5) Final wiring diagrams indicating internal wiring for each device and the interconnections between the items of equipment.
 - 6) Narrative clear and concise describing any/all special instruction and/or procedures relating to proper operation and maintaining of system’s hardware, software and other peripherals as they relate to the installed configuration and environment.
 - 7) Project documents relating to permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments and similar documents, correspondence and records established in conjunction with the systems installed, work performed and compliance with the standards.
 - 8) Any/all original warranty documents issued by product manufacturers, contractor or subcontractors covering products and services offered with their registration information.
10. The offeror will provide as part of any project comprehensive onsite training on the operation, testing and maintenance of the installed system to personnel selected by the CES member.
 11. All materials used by the offeror/subcontractor at a worksite will have a Material Safety Data Sheet (MSDS) as required by law. The MSDS sheets will be filed in a centrally located area accessible by both the workers and member’s personnel.
 12. All work sites must be returned to original condition including patching, paving, and addition to fill and landscaping. Repair of sunken trenches or damaged asphalt or concrete by trenching or saw cutting is the sole responsibility of the offeror.
 13. All penetrations of walls and buildings must be sealed in an appropriate manner subject to the approval of the member and must meet local and state fire codes.

14. All building cabling installed under this RFB will conform to ANSI/TIA/EIA-568-A standards.
15. All pathways and spaces in the infrastructure will conform to ANSI/TIA/EIA-569-A standards. Firestops and seismic considerations will be installed, as described in the latest edition of this standard. Pathways and space systems will be as independent as possible from the cabling and equipment that currently occupy the pathways and spaces.
16. All grounding and bonding of electrical infrastructure will conform to ANSI/TIA/EIA-607 requirements.
17. Any conduit that is installed with pulling wire must have steel elbows to allow pulling around a bend without destroying the elbow.
18. Hybrid cable will not be used in new construction and only in a remodel project when pathway problems cannot be overcome.
19. The offeror will install plenum-rated cable in all plenum spaces. Any non-plenum cable discovered in a plenum space will be replaced, unless the fire marshal approves, in writing, its non-removal.
20. No cabling will be installed under a carpet in new construction. In a remodel, under carpet installation will be limited to areas where no foot traffic will ever occur.
21. All infrastructures will be designed for easy change in the future.
22. All system devices offered will be industry standards compliant.
23. All system devices offered will be in direct accordance with the following codes and standards, as applicable to the device; National Electrical Code (NEC), American National Standards Institute (ANSI), American Society of Testing Materials (ASTM), CCITT, Electronic Industries Association (EIA), Federal Communications Commission (FCC), Institute of Electrical and Electronic Engineers (IEEE), Internet Engineering Task Force (IETF), ISO/OSI and Underwriters Laboratories (UL).
24. The State of New Mexico has established New Mexico Public School Facilities Authority NMPSFA under the Department of Education, which assesses school needs, develops, oversees and allocates funds for corrective projects. The following are applicable standards that the offeror must be able to demonstrate compliance.
 - a. National Fire Protection Association (NFPA) – USA: No. 12 CO2 Extinguishing Systems, No. 13 Fire Extinguishing Systems, No. 70 National Electrical Code, No. 72 National Fire Alarm Code (Latest Edition), and No. 101 Life Safety Code.
 - b. Underwriters Laboratories Inc. (UL) – USA: No. 268 Smoke Detectors for Fire Protective Signaling Systems; No. 864, Control Units for Fire Protective Signaling Systems; No. 268A Smoke Detectors for Duct Applications; No. 521 Heat Detectors for Fire Protective; No. 464 Audible Signaling Appliances; No. 38 Manually Actuated Signaling Boxes; No. 346 Waterflow Indicators for Fire Protective Signaling Systems; No. 1076 Control Units for Burglar Alarm Proprietary Protective Signaling Systems; and No. 1971 Visual Notification Appliances.
 - c. Fire alarm control panels must meet UL Standard 864, (Control Units) and UL Standard 1076 (Proprietary Burglar Alarm Systems).
 - d. System must be listed by the national agencies as suitable for extinguishing release applications.
25. All system cabling must be compatible with and meet applicable structured wiring practices as defined by the EIA/TIA and the IEEE.

26. Upon the completion of any project requiring drawings, the offeror must provide a complete set of as-built drawings, specifications that identify each module, data rate, network protocol, size, weight, interface options, electrical requirements, memory, electromagnetic emission and susceptibility level, thermal rating, flammability rating, environmental requirements and the IEEE standards supported by the equipment.
27. Before starting any work on an existing system, the offeror is required to demonstrate its competency in the system components being installed and/or modified by providing the CES member with documentation from the system's manufacture(s) that it and/or subcontractor is trained and certified by the manufacturer to provide and perform the goods and services proposed.
28. All alarm products will meet or exceed the most stringent current performance standards of the National Fire Protection Association. Offeror must provide written evidence that the alarm systems do in fact meet NFPA standards. Place after Tab 8.
29. When possible, the electronic systems offered will be centralized.
30. Offeror will identify the cabling of choice and topology used for each of the following applications: fire alarm systems, security systems, intercom systems, sound systems, video systems, master clock systems. Place information after Tab 8.
31. Manufacturers/companies specializing in manufacturing of systems offered under this RFB must have a minimum of three (3) years verifiable documented experience of providing those systems to the public sector.
32. Offeror must be able to demonstrate its ability and capacity to respond to any system trouble, failure or malfunction in the time specified herein. The offeror will respond within eight (8) business hours of notification and, if required, provide a qualified technician to the site to correct any problem to have the system fully operational within 24 business hours of notification.
33. Permits required for work described herein will be purchased and paid for by the offeror and invoices as a reimbursable expense. Certificate of final payment will not be issued until certificates of satisfactory inspection from the inspection authorities and all items required for Project Closeout are delivered and approved by the member.
34. The offeror must be willing, able and capable of providing a warranty/maintenance program that includes, but is not limited to the following:
 - a. All work performed and all material and equipment furnished under this contract will be free from defects for a period of three (3) years from the date of acceptance.
 - b. Any/all labor, materials and travel required to correct any defect for three years from date of acceptance will be at no cost to the CES member.
 - c. Any/all labor, materials and travel required to maintenance, test and/or service the installed system for three years from date of acceptance will be at no cost to the CES member.
 - d. Cost-free to the member, the offeror will provide an annual on onsite service call to perform an inspection, testing and verification of the installed system to ensure it is in proper working order and to perform any preventative maintenance that may be required. Maintenance and/or service calls may be required at other times to correct a system malfunction and/or failure at no cost to the member.
 - e. A preventative maintenance plan and schedule will be provided consistent with the manufacturer's published recommendations for the installed system.

35. The offeror must be willing, able and capable of providing post warranty inspections, maintenance and repair services for those items not included as part of a manufacturer's original warranty for a period of seven (7) years from the end of the warranty period as described herein. The offeror will include detail descriptions of their maintenance and support plans offered and their associated costs. The level of services offered must be equal or better than those offered during the three year warranty period.
36. The contractor will document any response or work on the fire alarm system and provide and maintain an on-site copy of all documentation for use by the member or contractor. A copy of each annual or other system test or inspection report will also be provided to the member and be included in the on-site document set.
37. The offeror must be willing, able and capable of maintaining a spare-parts inventory on hand for any system offered under this category for which a warranty and/or maintenance/support agreement is in force. The spare-parts inventory must include, but not limited to the following quantities: smoke sensor heads, heat sensor heads and sensor bases 5% of the number installed and other installed system components that will permit the offeror to meet the timelines for system repair as stipulated herein.

Categorical Specifications

1. Design of Electronic Systems
 - a. Develop a comprehensive analysis that addresses the following: Who will use the system and in what capacity? What are the current and long-term goals for the system and who will be responsible for doing what?
 - b. This analysis should determine the disruptions and inconveniences to the member likely to be encountered during the installation and testing of the new equipment. List the changes to the worksite that will happen upon implementation.
 - c. All recommendations will be consistent with the ANSI/TIA/EIA-569-A standard as related to horizontal pathways and related spaces, intrabuilding backbone pathways and related spaces, equipment room, firestops and entrance facilities.
 - d. The pathways/space system should be designed as independent as possible from the cabling and equipment that occupy the pathways and space. The location of people and furniture is transitory and the pathways/space design should be as independent as possible from current locations.
 - e. Prepare a final report for the member that includes an assessment of current hardware and identifies what can be incorporated into the new design.
2. Electronic Systems Cabling Requirements
 - a. The cabling system must be one that will last at least 15 years and be based on the structured cabling standard, ANSI/TIA/EIA-568-A and 569-A.
 - b. All cable pathways must be designed through conduit, cable trays, under-floor ducts, access floors, etc., always with the idea of protecting the cable and for an easy way to install additional cable or to replace the system, as needed.
 - c. Only horizontal cable types recommended by ANSI/TIA/EIA-568-A will be installed.
 - d. Cabling density in a work area should be reasonable but with the future needs in mind.

- e. An equipment closet should be located as close as possible to the center of the location it will be serving; the closet should be large enough to house the equipment that may potentially be located there. The infrastructure will be administered as described in TIA-606.
- f. All equipment will be grounded and bonded as described in ANSI/TIA/EIA-607.
- g. Copper-based cabling systems will be protected from electromagnetic interference by being located a sufficient distance from power lines and other sources of EMI.
- h. Equipment will be protected from power fluctuations (spikes, surges, brownouts, blackouts) by surge suppressers and uninterruptible power supplies.
- i. Pathways will be planned to accommodate any applicable seismic zone requirements. The integrity of all firestop assemblies will be maintained when penetrated by cable, wires and pathways.
- j. Infrastructure backbone distances will be within industry standards.
- k. The offeror will provide for the installation of equipment, configuration and testing of the equipment and establish a management capability for the administrators of the system.
- l. The offeror will coordinate all cabling and termination requirements, including media converters, physical connectivity, impedance matching and filtering.
- m. The system will be capable of operation without damage to its functionality or components when subjected to ANSI/IEEE C62.41 Category "B" AC line-voltage surges. The contractor will supply all necessary transient voltage surge suppression devices needed to assure this operation.
- n. Local code-approved fire-stop means will be applied at each interface between floors and between all fire-rated spaces. All necessary drawings will show fire-stop means and materials. Copies will be provided to the CES member and to other authorities.
- o. The offeror will supervise the installation of any cable, copper or fiber. The contractor will require the cable installation personnel to be familiar with safety procedures, equipment operations and cable manufacturer's installation requirements such as maximum pulling tensions and the correct use of a pulling-eye. Pull-throughs of copper with offsets will be rigged with two (2) sheaves.
- p. In long pull-through racking, slack will be obtained by the use of bending shoes or equivalent to avoid sheath damage. Cable will be secured in a neat and organized manner with plastic tie-wraps. Any excess cable in splicing vaults will be neatly coiled for storage before splicing. After splicing is completed, splice cases will be properly secured to racks with plastic tie-wraps.
- q. Cable-pulling lubricant will be used per manufacturer's instruction; the manufacturer's pulling tension limitations will not be exceeded under any circumstance. No copper splicing will be allowed within the system.
- r. All cable and cable pairs will be terminated according to industry standards; terminating blocks will be grounded; only the minimum amount of sheathing required to obtain access for termination of individual pairs will be removed (less than 1/2 inch). Extreme care will be taken to maintain any native twist rate in all cable.
- s. All copper wiring will be routed as closely as possible to the backboard and cable tray groundplanes. Cable rings or another physical means will be used to assure that all cabling will permanently maintain correct position.

- t. The offeror will provide physical support and cable management means for all copper runs and termination points, especially between floors, between cable tray and equipment racks and on equipment racks. Proper bend radius to wire diameter will be maintained. Cable run outside will be suitable for runs buried in conduits and aerial runs. Cable performance will not be degraded and the cable will not be damaged in any way by long-term immersion in ground water. Aerial cable outer jacket will be suitable for long-term exposure to sunlight and weather, with a life cycle greater than 20 years. Outer jackets on all cables will be fungus inert and crush resistant.
 - u. If optical fiber is spliced, the loss per splice will be 0.2db or less. The contractor will test the system to verify loss by splices is within specifications. All cable must be properly capped and terminated, following industry standards.
 - v. Any fiber cabling will be tested and 100% of all fibers will test within specifications. If any segment of cable is found to have unsatisfactory test results, that specific cable link will be replaced with a new link, which must then pass the test.
 - w. Any copper cabling will pass all tests for Category 5e wire. Cable used will be standard color-coded and UL listed.
 - x. The offeror will provide the CES member with a complete set of cabling records, as described in TIA/EIA-606. Common symbols will be used to represent infrastructure elements.
3. Interbuilding Underground Pathways, Entrance and Rise Needs
- a. All underground pathways and building backbone work will be in conformance with the latest edition of ANSI/TIA/EIA-569-A.
 - b. Tunnel pathways design will be corrosion-resistant; metal pathways will be bonded to ground per applicable electrical code; separation from electrical facilities will be per applicable electrical code; conduit pathways and trays installed in a tunnel will be designed and installed as described above. An underground facility is a component of an entrance facility that consists of conduit, duct and trough and may include one or more maintenance holes.
 - c. Underground entrance preplanning will include land development, topographical limitations and grading of the underground facility to permit drainage. If required, venting of gaseous vapors will be provided. The depth of the cover over a maintenance hole will be determined by vehicular traffic; weather conditions may require special covering. A concrete encasement will be used, when necessary.
 - d. Conduit and the maintenance facility will slope away from an entrance to a building to prevent drainage. To permit the pulling of wire, steel elbows will be used in conduit at all turns.
 - e. A metal sleeve will be used to exit a building to the conduit; the sleeve will reach beyond the backfill area of the building to prevent shear.
 - f. The entrance room or space will be located in a dry area not subject to flooding and be as close as possible to the building entrance point and next to the electrical service room or area in order to reduce the length of bonding conductor to the electrical grounding system.
 - g. Any entrance facility will be placed considering the needs for satellite dish entrance provisions, interbuilding links and backbone/riser needs. A plan to allow easy extension of the riser to the roof will be made, even when the extension is not installed.

- h. Pathways will not be located in elevator shafts.
 - i. Ceiling areas, if used for either vertical or horizontal pathways, will have telecommunications cable installed in both air plenum and non-plenum hollow-ceiling systems according to the applicable electrical and building code.
 - j. All cable support will be coordinated with a structural engineer.
 - k. In a multistory building, at least one equipment closet will be located on each level with one closet per 10,000 square feet of floor space. Closet size will meet ANSI/TIA/EIA-569-A recommendations.
 - l. An equipment closet will have proper HVAC 24 hours per day, 365 days per year. In small buildings, a walkout closet may be used. The equipment closet will have a minimum floor loading rating of 50 pounds per square foot.
 - m. Maximum cable horizontal runs will not exceed industry standards.
 - n. When possible, horizontal pathways will be below the ceiling in trays to reduce crosstalk, allow for easy changes and permit additions of new cabling as needed. Conduit is not preferred for hallway cabling.
 - o. Firestop systems will meet current applicable BICSI standards. The contractor will make every effort to establish and maintain firestop integrity in any move, change or addition to cabling.
 - p. As much as possible the electrical system will be as independent from the telecom cabling and equipment system as possible. The grounding system will be together to protect the equipment. For life safety, the correct grounding system will be installed by a licensed professional.
 - q. Undercarpet cabling will not be used in new construction, and only in cabling historic buildings or in limited remodel projects.
 - r. No low voltage cable will be installed in the same conduit as power cable.
 - s. When cable is being installed, the pulling tensions (24 AWG, 4 lbs.; 22 AWG, 7 lbs.; 20 AWG, 12 lbs.; 18 AWG, 19 lbs.; 16 AWG, 30 lbs.; 14 AWG, 48 lbs.; 12 AWG, 77 lbs.) must never be exceeded.
 - t. The permissible area for conduit to be occupied by cabling must never exceed the limits established by the National Electric Code.
 - u. During a renovation or system replacement project where approved by the member and/or design professional, existing wiring, devices and other system equipment may be used. Prior to accepting the project, offeror must complete its own assessment and accept existing systems. Upon the acceptance of the project the entire system, including the existing wiring and equipment, will become the responsibility of the offeror.
4. Fire Control Instruments
- a. Offeror will provide a fire alarm system that is modular and able to monitor virtually any size or style of facility.
 - b. System offered will permit a member to purchase only the level of protection needed while offering affordable upgrades as needs change.
 - c. As much as possible, the system offered will be from one supplier.
 - d. All products offered will be listed by Underwriters' Laboratories and comply with applicable Factory Mutual (FM) safety requirements.
 - e. Offer solutions that connect all systems, equipment and devices normally associated with Division 15, including, but not limited to, standpipe and fire hose system,

- sprinkler system (flow switches, tamper switches), ansul systems, duct work accessories (fire/smoke dampers), and automatic shutoffs for air-moving equipment.
- f. Offer solutions that connect all systems, equipment, and devices normally associated with Division 16, including, but not limited to, security access system, telephone system (central station or fire station monitoring), and protection of electronic computer/data processing equipment.
 - g. Offeror must be able to install all accouterments normally associated with Division 16 to facilitate a complete fire alarm system installation, including, but not limited to, building wire and cable, boxes, wiring devices, cabinets and enclosures, grounding and bonding, supporting devices, electrical identification, enclosed switches, panel boards, circuit breakers, motor controllers, and contactors.
 - h. Software used to monitor and report field conditions must be easily modifiable to meet changing fire codes or local needs.
 - i. If software or software modifications are included in the project work, the offeror must provide all hardware, software, programming tools and documentation necessary to modify the fire alarm system onsite. Modifications may include but are not limited to, addition and deletion of devices, circuits, zones and changes to system operation and custom changes for devices or zones. The software installed must be designed for the system structure proposed and will place no limit on the type or extent of software modifications that may be installed on-site.
 - j. Modular systems offered will have built-in lightning protection and be unaffected by voltage spikes, power surges, power failures, radio frequency (RF) interference and similar disabling situations.
 - k. Systems offered must include equipment for single floor plants, mid, and high rise buildings. Units must be able to monitor multi-structure, school campus facilities, including classrooms, libraries, gymnasiums, multi-purpose rooms, offices, auditoriums, teacher lounges, warehouses, bus storage areas, restrooms, vocational work areas and science labs.
 - l. Fire alarm control panels should be configured with more than one microprocessor.
 - m. Units must provide alarm processing in case of individual or multiple processor failure. When a line is broken, or a network controller is off line, the system will regenerate itself into a new system, using the remaining and still functioning modules.
 - n. Units must be easily programmable, store information in a non-volatile state, function in temperatures between 32 and 120 and up to 85% humidity and be completely automatic in operation.
 - o. Modules to support the multiprocessor should include, but not be limited to system control unit, power supply unit, zone units and relay units.
 - p. When customer needs individual identification of initiating devices, initiating zones and control points information, an intelligent microprocessor fire alarm control system will be offered.
 - q. Units will work with ionization smoke sensors, photo electronic smoke sensors and thermal sensors. The heat detectors will be available in a variety of settings, from 135 to 194 , or with a rate-of-rise temperature setting. Thermal units should never be the only sensor used in a system.
 - r. Remote zone modules, addressable smoke detectors, transmitter, relays and all other necessary conventional controls will be provided.

- s. Units that permit one person to quickly test the operation of all initiating devices on the fire alarm system and generate a printed record of the tests are preferred.
- t. In situations where adverse environmental conditions may result in unwanted alarms, an alarm verification module will be installed.
- u. Battery backup and battery charger units will be installed as needed.
- v. Modules to automatically open or close fire doors shut down fans and control elevators will be available.
- w. Manual fire alarm stations will include designs that are ADA compliant. Units will be available with a variety of switch/button activation that include but are not limited to push and latch, momentary, push and key, open door and push.
- x. Smoke detectors that can be mounted in an air duct are requested. Photo beam smoke detectors, units with audible sound and other specialty units are requested.
- y. Audible and visual warning devices that emit a high intensity strobe, a high dB noise level, bells or chimes are requested.
- z. Equipment to aid in the evacuation of children and adults in an emergency will be available with a choice of alarm tones, including a slow whoop, chime, horn or special pattern of sound.
- aa. Other modules, as needed, including, but not limited to digital message repeating units that provide a message of seven seconds up to one minute; firefighter intercom phones and loud speakers.
- ab. Projects performed under this category which are covered by the NMPSFA will need to comply with the following performance guidelines:
 - 1) Alarm, trouble and supervisory signals from all intelligent reporting devices will be encoded on an NFPA Style 4 (Class B) Signaling Line Circuit (SLC).
 - 2) Initiation Device Circuits (IDC) will be wired Class B (NFPA Style D).
 - 3) Notification Appliance Circuits (NAC) will be wired Class B (NFPA Style Y).
 - 4) Digitized electronic signals will employ check digits or multiple polling.
 - 5) A single ground or open on the system Signaling Line Circuit will not cause system malfunction, loss of operating power or the ability to report an alarm.
 - 6) Alarm signals arriving at the main FACP must not be lost following a power failure (or outage) until the alarm signal is processed and recorded.
- ac. NMPSFA projects performed under this category must possess the following basic system functional operation. When a fire alarm condition is detected and reported by one of the system initiating devices, the following functions will immediately occur:
 - 1) The system alarm LED will flash.
 - 2) A local piezo electric signal in the control panel will sound.
 - 3) A backlit minimum 80 character LCD display will indicate all information associated with the fire alarm condition, including the type of alarm point and its location within the protected premises.
 - 4) Printing with history storage equipment will log the information associated with each new fire alarm control panel condition, along with time and date of occurrence.
 - 5) All system output programs assigned via control-by-event equations to be activated by the particular point in alarm will be executed and the associated system outputs (alarm notification appliances and/or relays) will be activated.

5. Security, Burglar and Fire Packages
 - a. When possible, fire control modules that also serve security requirements will be offered.
 - b. Siren drivers that activate high-powered sirens will be lightning resistant, have two (2) tones howl and steady sounds and provide at least 115dB at 10 feet.
 - c. To supervise fire speakers, a unit that is both tamperproof and triggered if the wires are cut will be provided. A speaker module that controls up to four (4) speakers will be offered.
 - d. Siren speakers will be available in several versions, from small indoor units to tamper proof, high volume outdoor units. Speaker housings will be an enclosure of no less than 16-gauge weather-resistant steel.
 - e. Passive infrared sensors must be able to reject common false alarm problems such as external lights, insects or animals and turbulence from heating or air conditioning. Sensors will be immune from radio frequency and electrical induction noise.
 - f. Command centers that can monitor motion detectors, waterflow switches, doors left open, inside and outdoor lights, gates, thermostats, heating, air conditioning, office appliances, sprinkler, sirens and bells, smoke detectors and other types of sensors must be able to locate the exact point of trouble.
 - g. Security units will have multiple levels of arming.
 - h. Units will have the ability to connect to a police or fire station and to other remote stations.
 - i. Units that are able to transmit video surveillance feed over the system backbone may be offered.
 - j. Suppression systems that meet current and applicable NFPA standards should include but not be limited to chemical suppression systems, sprinkler systems and carbon dioxide systems.
 - k. Leak detection and location systems that detect non-conductive and conductive fluids (acids, bases, industrial waste, leachant, ground water), solvents, fuels and oils may be offered.
6. Building and Campus Intercommunication Systems
 - a. A sound communication system control panel will be engineered for simplicity of use and color-keyed with pushbuttons.
 - b. Duplex voice communication will be possible between the office and any classroom speaker or any speaker-equipped location.
 - c. To override high noise levels, a minimum of 15 watts of output power will be provided.
 - d. To prevent unauthorized monitoring, an automatic warning tone over any loudspeaker selected for two-way communications will repeat at regular intervals.
 - e. Speakers may be put into a private mode in the classroom, but still permit the office to call the classroom.
 - f. Voice levels will be automatically adjusted by a built-in voice compressor.
 - g. The control set will have an optional handset.
 - h. The office control set will be able to communicate to all locations at one time or to any number selected.
 - i. An emergency override feature will permit by-pass and override of all other programs to transmit an emergency message.

- j. For members that need a tone to be sent to all locations, a button on the control panel will accomplish the task.
 - k. The system will have the ability to broadcast radio, cassette tapes, CDs and other inputs to classrooms.
 - l. The system will have the ability to connect to an emergency telephone for making remote announcements.
7. Master Clocks and Intercom Systems
- a. Master clock controls will provide for multiple zones, allow programming for multiple schedules with at least 350 events and 100 holidays.
 - b. A lithium battery will provide back-up for five or more years.
 - c. The system must allow for automatic daylight savings time change.
 - d. Clocks offered will include both digital and analog models, with flush, double face, wall and ceiling mounted. Clocks will be corrected by the master clock each hour, daily and after a power failure.
8. The state of New Mexico has established an agency called NMPSFA “New Mexico Public School Facility Authority” within the Department of Education that assess’ schools needs, develops, oversees and allocates funds for corrective projects. The following are standards, guidelines, system options and configurations that have been established by the NMPSFA.
9. UPS Equipment
- a. Uninterruptible Power Supplies (UPSs) will support the installed system equipment.
 - b. UPSs should be rack mountable and located in the equipment rack of the equipment being protected.
 - c. Any UPS unit supporting a server must have at least 100% greater rating than the supported loads and have a minimum of eight (8) minutes of run-time at full speed.
 - d. All UPS equipment will monitor power supplies for high speed voltage, current transients and power harmonics.

Required Categorical Response

1. Through a written narrative, offeror must clearly identify the type, kind and level of products and services it is proposing to provide CES members under this category of the RFB.
2. With written documentation offeror must demonstrate its knowledge, background, experience, ability and capacity to provide those products and perform those services enumerated in Item 1 above. Provide manufacturer certificates, job references for prior experience, including scope of work, type, kind and level of product and services provided. Provide the timeline for each project listed. Provide examples of pre-sale and post project services offered which resulted in better customer satisfaction. Provide what human and physical resources you have to service the regions indicated herein.
3. Provide a written narrative of your company’s policies, procedures, and strategies to ensure quality control, ability to respond to customer’s concerns and problems before, during and after the project. Indicate what follow-up, review and over-site process you have in place to ensure both CES and its member’s satisfaction.
4. Provide documentation demonstrating that you have at least three (3) years of experience

- in designing, installing and servicing each of the types of systems offered herein.
5. Provide documentation indicating that your company's primary function is specializing in and providing systems as described herein.
 6. Provide sample warranties for each of the manufacturers you represent and through a written narrative, describe how your firm intends to execute and assemble transferable warranty documents from subcontractors, suppliers, manufacturers. Describe how your firm intends to meet and/or exceed the warranty requirements of this bid that exceed the standard warranty offered.
 7. Through a written narrative and other documentation, describe and demonstrate your firm's experience and ability to provide and assist CES members in implementing an ongoing maintenance plan, which will include staff training on the operation and maintenance of the systems offered.

Categorical Price and Cost Submittal

1. As part of its response, offeror will provide complete and detailed price and discount schedules clearly identifying any/all products and/or services to be offered under this RFB.
2. Offeror is required to complete the indefinite quantity price form utilized to evaluate the RFB. In addition, the offeror may prepare and submit their own detailed price schedules/catalogs. However, all price schedules will conform to the required format and provide the information listed below. Place after Tab 6.
 - a. Equipment Price Schedule – Provide an equipment price schedule. The preferred equipment price schedule will include manufacturer's name and price list date and number, publisher's list price, percent of discount offered to CES members and net CES price for each line item. Provide a price schedule for each manufacturer and/or product line offered.
 - b. Services Price Schedule – Provide a price schedule for any services offered to CES's members (installation, etc.). The preferred services price schedule will include price list date and number, your standard or list price, percent of discount offered to CES members and net CES price for each line item.
 - c. Schedule of travel and per diem rates will clearly identify when and how they are applicable and any/all associated terms and conditions that may exist as part of the execution of this RFB. Travel and per diem rates will not exceed the current acceptable state or federal rates, whichever is less.
 - d. Performance and Payment Bonds – Provide documentation confirming your company's current bonding rate to provide a bond for one hundred percent (100%) of a project. For any project under this RFB that requires a bond, no additional costs will be allowed except for the cost of the bond. All bonds issued will be issued to the CES member.
 - e. Cost of incidental products and services will be figured using the alternative method of costing as defined herein.
 - f. Optional electronic price schedules may be submitted if available and conform to the RFB requirements. Electronic price schedule format will be in a spreadsheet or tab

- separated text format, which can be accessed and viewed using one of Microsoft's Office XP's applications.
3. Pricing that is higher than the manufacturer's suggested retail price is not acceptable.

Cost Evaluation Information

CES has established cost evaluation criteria to be used to determine the low bidder(s). The offeror must provide the required information and the information provided must tie to and be supported by price schedules provided.

Category 3

Telecommunication Systems and Related Services

Categorical Scope of Work

CES is seeking qualified properly licensed and experienced offerors to provide telecommunications of voice, data and video. Your bid may contain new systems, upgrades to existing systems or a combination of both. **The following related products and services may not be offered on this contract:**

- Electrical wiring and power installation that requires a New Mexico electrician license.
- Intercom, paging, masterclock, fire alarm, security and similar communication systems.
- CCTV.
- Audio equipment, video equipment, computers, computer peripherals and software not directly related to a LAN or telecommunications infrastructure being purchased or previously installed.
- Long distance carrier contracts or internet service provider contracts.
- Cellular phone service or cellular phones.

Categorical Definitions

ADSL: Asymmetrical Digital Subscriber Line.

ANSI: American National Standards Institute.

Architecture: The logical structure of the communications system of a network including protocols, formats and sequences of operations.

ATM: Asynchronous Transfer Mode.

AWG: American Wire Gauge.

Bridge: A networking device that connects two LANs by forwarding or filtering data packets.

Campus Area Network: A network designed to provide for connectivity between buildings located in the same general area.

CAN: Campus Area Network.

CCIA: Computer Communications Industry Association.

CCTV: Closed Circuit Television.

Client: A device that requests services from a server.

Closed Architecture: One that is compatible with only the hardware and software from a single vendor.

Connection Oriented Network: Data is transferred following the same pre-established path between two points.

Connectionless Network: Specified by IEEE 802 standards; communications which do not require a logical connection to be established between two stations before transmission takes place.

DCE: Data Communications Equipment – Equipment found at the transmission sources and destination that allows communications to occur. It is responsible for establishing, maintaining and terminating connections. It performs signal conversion and coding between the transmission medium and the DTE.

De facto Standard: An informal standard created by large public popularity and acceptance.

De jure Standard: A formal standard developed and produced by a committee.

Distributed Architecture: A LAN that uses a shared communications medium and shared access methods.

DSU/CSU: Data (Digital) Service Unit and Channel Service Unit.

DTE: Data Terminal Equipment – The device that produces data to be transmitted across an inter-network.

EIA: Electronics Industries Association.

EISA: Extended Industry Standard Architecture.

FDDI: Fiber Distributed Data Interface.

Groupware: Applications software designed for use in a LAN environment.

Hub: Provides connections to and from multiple network devices.

IEEE: Institute of Electrical and electronics Engineers.

ISA: Industry Standard Architecture.

ISO: International Standards Organization.

ITU: International Telecommunications Union.

LAN: A data communications system allowing a number of independent devices to communicate directly with each other within a moderately sized geographic area over a physical communications channel of moderate data rates. These devices include servers, CD-ROM drives, computers, facsimile machines, printers and telephones.

MAC: Media Access Control.

MAN: Metropolitan Area Network.

NEC: National Electric Code.

NFPA: National Fire Protection Association.

Open Architecture: One that is compatible with the hardware and software from any and many vendors.

Packet Switching: A data transmission method that routes packets along the most efficient path and allows a transmission channel to be shared by multiple connections.

PCM: Pulse Code Modulation.

Peer-to-Peer LANs: Where any PC can contribute to or share network resources; all network devices are able to work as equals.

Protocol: A set of rules, procedures or conventions relating to format and timing of data transmission between two devices.

Repeater: A network device used to repeat signals from one cable to another.

Router: A network device used to channel messages from one cable link to another.

SACII: American Standard code for Information Interchange.

SMDS: Switched Multi-megabit Data Services.

SNMP: Simple Network Management Protocol.

Telecommunications: Any transmission, emission or reception for signs, signals, writings, images and sound that is information of any nature by cable, radio, optical or other electromagnetic systems.

TIA: Telecommunications Industry Association.

Topology: The physical appearance and or manner of operation of a network.

Transmission Channel: The physical infrastructure providing the foundation for the connection of all other network devices, usually cables, although certain wireless transmission channels are available.

Transmission Medium: The type of cable or wireless system used to connect the network devices.

Uplink: Signals transmitted from ground stations to satellites.

UPS: Battery back-up system to provide continuous power in the event of a power failure, often included with surge protection.

USTSA: United States Telecommunications Suppliers Association.

WAN: A data communications system allowing a number of LANs to communicate directly with each other over long distances using telecommunications links such as telephone lines, satellites or microwave rather than a lengthy cable.

Categorical Terms and Conditions

The following special terms and conditions are in addition to the applicable general terms and conditions that appear previously. Please review them and sign the Special Terms and Conditions and Specifications page.

1. Design and Infrastructure
 - a. The offeror will develop a needs analysis report that includes an assessment of current hardware and identifies what can be incorporated into the new design.
 - b. The needs analysis report will list all changes to the worksite that will happen upon implementation.
 - c. The needs analysis report will determine the disruptions and inconveniences to the CES member likely to be encountered during the installation and testing of the new equipment.
 - d. The needs analysis report will list the training needs of the staff.
 - e. The needs analysis report will list the appropriate cabling, hardware, software and services that need to be put in place to complete the proposed project.
2. The Infrastructure for Departmental and Workgroup LANs Requirement
 - a. The cabling system must be one that will last at least 10 years and be based on the structured cabling standard, ANSI/TIA/EIA-568 and 568-A.
 - b. All cable pathways must be designed through conduit, cable trays, under-floor ducts, etc. Protecting the cable, easy installation of additional cable or to replacement are prime factors of these pathways.
 - c. Only horizontal cable types recommended by ANSI/TIA/EIA-568-A will be installed.
 - d. Cabling density in a work area should be reasonable but with future needs in mind.

- e. A telecommunications closet should be located as close as possible to the center of the location it will be serving, and will be large enough to house the equipment that may potentially be located there.
 - f. All equipment will be grounded as described in ANSI/TIA/EIA-607.
 - h. Equipment will be protected from power fluctuations (spikes, surges, brownouts, blackouts) by surge suppressers and uninterruptible power supplies.
3. Infrastructure for Enterprise Networking
- a. Offeror will provide plans and recommendations for the connecting of an organization over local and wide areas.
 - b. Offeror will identify one or more private networks that will be available for a telecommunications link, if needed.
 - c. Offeror will identify access to switching and communications equipment that can be leased from a regulated carrier to a value-added carrier.
4. Passive and Active Hubs and Modules
- a. Passive hubs and active hubs will be available, as needed.
 - b. Workgroup hubs will have the ability to connect multiple network devices and must support at least one network technology and one type of transmission medium.
 - c. Smart or intelligent hubs will provide for management functions and be able to connect multiple technologies and media types.
 - d. Enterprise hubs will support all the cabling and internetworking needs of the CES buyer.
 - e. Modules that plug into the back pane of a hub may be provided. In addition, modules that provide bridging, routing and management functions should be offered.
 - f. Hubs must be desktop models or rack mountable.
5. Channel Banks and DACS
- a. Channel Banks and DACS must be 56k/T1/DS3/Frame Relay capable, be SNMP managed, will support multiple LAN/WAN protocols, support integration of synch data and digital voice channels and provide In-Band and Out-Band data management.
 - b. Channel Banks and DACS will be equipped with at least the following data cards; subrata data multiplexer cards, inverse multiplexer cards, DO1 and DS1 cards and switched 56 cards.
 - c. Channel Banks and DACS voice cards will be available as 2-wire or 4-wire analog cards and DSI cards.
6. Repeaters
- a. Repeaters will be used to connect distant stations to a LAN and/or within a single building. Signals will be passed at network speeds.
 - b. Digital repeaters will regenerate the signal, clean up any noise and reshape the digital pulses.
 - c. Analog repeaters will amplify the transmission.
 - d. Optical fiber repeaters will extend the distance for optical transmissions.
 - e. Offeror will provide, as needed, the following types of repeaters: local repeaters to directly connect two closely connect LANs; remote repeaters using copper or fiber; multi-port repeaters; buffered repeaters (non-discriminating bridges); hub repeaters.
 - f. Repeaters must be desktop models or rack mountable.

7. Bridges
 - a. To create a single logical network or to interconnect networks that have been extended using repeaters, a bridge (intelligent repeater) will be offered.
 - b. Bridges must permit stations on one segment to communicate with stations on another segment using a filtering system.
 - c. Offeror will provide local bridges for back-to-back type connections and remote bridges for LANs separated by a large distance.
 - d. Offeror will provide multi-port and switching bridges, as needed.
 - e. Bridges must be desktop models or rack mountable.
8. Routers and Bridge/Router Combinations
 - a. Routers will be scaleable and modular, will be OSI layer 3 capable, will allow for multiple LAN/WAN protocols, be encryption capable, VPN capable and firewall capable.
 - b. Routers will allow for LAN/WAN modularity and scalability.
 - c. Access routers and router hubs that are full function routers that provide WAN and LAN interfaces and support many protocols, are requested.
 - d. When necessary to have a central switching device in a star topology router network, boundary routers may be supplied.
 - e. Routing bridges, bridging routers and brouters may be offered. Brouters that use proprietary technologies and do not operate with other brouters, bridges and routers are not acceptable.
 - f. Routers must be desktop models or rack mountable.
9. Gateways
 - a. When a network needs a device to translate transmission between two often proprietary protocol stacks (such as SNA and DNA or AppleTalk to TCP/IP), a gateway device is requested.
 - b. LAN-to-host, LAN-to-LAN or X.400 standard gateways are requested.
10. CSU/DSU
 - a. For analog communications, modems are needed; for digital a CSU/DSU is requested.
 - b. No modems less than 56k baud will be offered on contract.
 - c. All CSUs offered must keep a line connected if a failure should occur in other communications equipment.
 - d. DSUs must convert signals from bridges, routers and multiplexers into bipolar digital signals. DSUs and CSUs should be mounted in the same box.
 - e. CSU/DSUs must be 56k/T1/DS3/Frame Relay capable, will support multiple LAN/WAN protocols, support integration of synch data and digital voice channels and provide In-Band and Out-Band data management.
 - f. Units will have a MTBF rating of greater than 20 years.
 - g. DSU/CSUs must be desktop models or rack mountable.
11. Dynamic Host Configuration Protocol Server (DHCP)
 - a. The DHCP will have a graphical user interface, be LAN/WAN protocol capable, check syntax of DNS records, automatically add reverse lookup records for new nodes, dynamically updates DNS records, support secondary IP address on single physical network and allow for multiple topologies (10/100T, GbE, Token Ring, FDDI, etc.).

- b. The DHCP will be available in either a Unix, Windows or Linux based operating system.
12. Remote Access Servers
 - a. The Remote Access Server will be scalable and modular in design, be OSI Layer 2/3 capable, allow for multiple LAN/WAN protocols, be ISDN BRI/PRI capable, be 56K/T1 capable and be encryption capable.
 - b. The Remote Access Server will allow for LAN/WAN modularity and scalability.
 - c. The Remote Access Server will allow for multiple topologies (10/100T, GbE, Token Ring, FDDI, etc.) and have adequate security and encryption protection.
 13. Frame Relay Access Devices (FRADs)
 - a. The FRADs will be scalable and modular in design, be OSI Layer 2/3 capable, allow for multiple LAN/WAN protocols, be 56K/T1 capable and be encryption capable.
 - b. The FRADs will allow for LAN/WAN modularity and scalability.
 - c. The FRADs will allow for multiple topologies (10/100T, GbE, Token Ring, FDDI, etc.) and have adequate security and encryption protection.
 14. Cell Switch Devices
 - a. The Cell Switches will comply with all industry open-standards, will be OSI layer 2 and 3 capable, will be interoperable for all specified LAN/WAN protocols, will have a standard compliant (SNMP) network management system implementation plan.
 15. ATM Cell Access Multiplexers
 - a. The ATM Cell access Multiplexers will comply with all industry open-standards, will be OSI layer 2 and 3 capable, will be interoperable for all specified LAN/WAN protocols, will have a standard compliant (SNMP) network management system implementation plan.
 16. Shared Media Hubs
 - a. Shared Media Hubs will be scalable and modular in design, be OSI Layer 2 capable, allow for multiple LAN/WAN protocols, be ISDN BRI/PRI capable, be 56k/T1/DS-3 capable and be wireless 802.11 capable.
 - b. Shared Media Hubs will allow for LAN/WAN modularity and scalability.
 - c. Shared Media Hubs will allow for multiple topologies (10/100T, GbE, Token Ring, FDDI, etc.) and have adequate security and encryption protection.
 17. Internet Gateways (Firewalls)
 - a. Firewalls will work at the Internet, Intranet, Department and workgroup level, depending on the users needs.
 - b. Firewalls will be equipped with, but not be limited to the following features: address translator, packet filters, circuit gateways, application level gateway and provide a minimum through-put (in and out) of at least Ethernet packet size.
 18. Communication Gateways
 - a. Communication Gateways will work at the Intranet, Department and workgroup level, depending on the users needs.
 - b. Communication Gateways will allow for SNA-to-IPX or SNA-to-IP, allow for multiple WAN/LAN protocols, allow for voice over Frame/Cell, allow for video over Frame/Cell and wireless to wired.
 - c. Communication Gateways will allow for multiple topologies (10/100T, GbE, Token Ring, FDDI, etc.) and have adequate security and encryption protection.

19. Power Monitoring Products
 - a. Power Monitoring Products will monitor for power harmonics, high speed voltage and current transients.
 - b. Power Monitoring Products will have a graphics display that will display peak/hold indicators and provide data logging.
 - c. Power Monitoring Products will measure the power feed for true current, AC/DC voltage levels, EMF, harmonics, impulses demand versus energy and cycle-by-cycle disturbances.
20. Network Monitors, Analyzers and Testers
 - a. Network Monitors will monitor OSI layers 1-7.
 - b. Network Monitors will inventory and store data for all LAN/WANs connected, will provide frame monitoring (real time), will monitor peak, average and current network utilization, numbers of errors, stations and users and traffic, protocol distributions.
 - c. Network Analyzers will analyze OSI layers 1-7.
 - d. Network Analyzers will analyze and store data for all LAN/WANs connected, will provide frame monitoring (real time), will analyze peak, average and current network utilization, numbers of errors, stations and users and traffic, protocol distributions.
 - e. Network Testers will test OSI layers 1-7.
 - f. Network Testers will test and store data for all LAN/WANs connected, will provide frame monitoring (real time), will analyze peak, average and current network utilization, numbers of errors, stations and users and traffic, protocol distributions.
21. Telephone and Network Integration – General Communications
 - a. Automated services and state-of-the-art telephony are requested. Software systems that work with, but not limited to *Northern Telecom, Rolm, NEC, Mitel, AT&T, Lucent and Cisco* hardware are preferred.
 - b. Telephone system may include speech recognition that permits a caller to reach a destination by speaking their name or by using their touch-tone phones to enter an extension, name, department or “0” to get a live operator.
 - c. Telephone system will include a voice attendant system that provides a 24-hour voice messaging communications to individuals and departments.
 - d. Telephone system will include hardware or software to route incoming calls to a particular extension, the operator or other destinations.
 - e. Telephone system will include software that works in conjunction with a desktop computer to provide a phone line directory with first party call control functions including dial, transfer and conference.
 - f. Telephone system will include a call center program that allows a caller to select options while waiting, including listening to music or a special message, leaving a message or to request information. The caller will be told of his place in line, the estimated waiting time and then given the options.
 - g. A telephone system with telecommuting software that allows a worker to call the PBX, enter a password or ID number and activate his home phone as if it were a company extension is preferred.
 - h. A telephone system with the ability to record telephone voice digitally and store the messages as easily accessed files is preferred.
 - i. A telephone system with fax delivery systems that allow people to access faxes by a phone call.

- j. A telephone system with a homework help line that provides 24-hour access to schools by students and parents is preferred.
 - k. A telephone system than can provide out calling to parents or the school community to announce school events is preferred.
 - l. A telephone system with password protected voice mailboxes for students, parents or teachers to enhance communications is preferred.
 - m. A telephone system with a substitute calling program is preferred.
 - n. A telephone system with a program to register callers for classes or for an event is preferred.
22. Telephone and Network Integration – Telephone Hardware
- a. Telephone hardware switchers will use PCM and/or ITU-T ISDN BRI.
 - b. Telephone hardware switchers will have duplicated components that operate independently as a hot standby with switching occurring spontaneously in a failure.
 - c. Telephone hardware switchers will have remote service capabilities.
 - d. Telephone hardware switchers will support a wide number of interfaces, including X.25 dedicated links (for EDI), EIA RS-232 links, ISDN BRI; contact for connecting analog devices; auxiliary for analog trunk connections, networks.
 - e. Telephone hardware switchers will operate in temperatures from 40 to 120 F and in relative humidity as moist as 95% at 84 F.
 - f. Telephone hardware voice terminals with a variety of features will be offered, including ISDN user-friendly terminals and analog voice terminals. A videophone may be offered as should headsets, adapters and speakerphones.
 - g. Telephone hardware in wireless configurations may be offered, depending on the member needs. Offeror will provide details of their wireless equipment. (*Cellular phone equipment is not requested*).
23. Telephone and Network Integration – Installation, Management and Administration
- a. The offeror will provide for the installation of equipment, configuration of software, testing of the equipment and establish a management capability for the administrators of the LAN.
 - b. The following cards will be hot swappable without loss of the fiber optic hub's functionality or configuration: concentrator modules, management modules, interconnectivity device modules deployed within the hub, such as bridges and routers.
 - c. The network management system (NMS) will be menu-driven and will have a graphical user interface. The NMS hardware platform will be fully configured, including all necessary interface hardware, software and cabling.
 - d. The NMS will support SNMP and have an integrated database with the ability to provide hooks to outside software packages.
 - e. The NMS will provide multi-layered management of hubs, bridges and routers with automatic recognition of all manageable elements; the NMS will incorporate a graphics engine capable of representing network topology, traffic and statistics.
 - f. The NMS will be able to perform diagnostic tests at all nodes in the LAN. The NMS will have the ability to gather and store information about the operation of the network and publish, from time to time, reports about the system, including information about major and minor alarms.

- g. The offeror will specify that the NMS has the ability to distinguish context-sensitive and time-sensitive alarms (either major or minor) and will have screens to display these alarm classifications. Users will be able to set alarm thresholds.
- h. All update releases (product enhancements) of NMS software will be made available to the school district without additional charge during the one-year warranty period. Revisions that involve a change in the product must be offered at full discount prices at any time the school desires to make the purchase.
- i. The offeror will coordinate all data cabling and termination requirements, including media converters, physical connectivity, impedance matching and filtering. The offeror will verify that any patch cords used are necessary and installed correctly.
- j. The UPS will be rack mountable and located in the equipment rack of the equipment being protected.
- k. Any UPS unit supporting a server must have at least 100% greater rating than the supported loads and have a minimum of eight (8) minutes of run-time at full speed. In addition, it must warn the NMS that power has been lost when it is in the battery power operational mode.
- l. LAN operation without damage to its functionality or components when subjected to ANSI/IEEE C62.41 Category "B" AC line-voltage surges required. Offeror will supply all necessary transient voltage surge suppression devices needed to assure this operation. Surge protection devices that have manufacturer's guarantee of protection with an insurance package are preferred.
- m. Local code-approved fire-stop means will be applied at each interface between floors and between all fire-rated spaces. All necessary drawings will show fire-stop means and materials. Copies will be provided to the school and to other authorities.
- n. The offeror will supervise the installation of any cable, copper or fiber. The offeror will require the cable installation personnel to be familiar with safety procedures, equipment operation and cable manufacturer's installation requirements such as maximum pulling tensions and the correct use of a pulling-eye. Pull-throughs of copper with offsets will be rigged with two (2) sheaves.
- o. In long pull-throughs racking, slack will be obtained by the use of bending shoes or equivalent to avoid sheath damage. Cable will be secured in a neat and organized manner with plastic tie-wraps. Any excess cable in splicing vaults will be neatly coiled for storage prior to splicing. After splicing is completed, splice cases will be properly secured to racks with plastic tie-wraps.
- p. Cable-pulling lubricant will be used per manufacturer's instruction; manufacturer's pulling tension limitations will not be exceeded. No copper splicing will be allowed within system.
- q. All cable and cable pairs will be terminated according to industry standards; terminating blocks will be grounded; only the minimum amount of sheathing required to obtain access for termination of individual pairs will be removed (less than 1/2 inch). Extreme care will be taken to maintain the native twist rate in all cable.
- r. All copper wiring will be routed as closely as possible to the backboard and cable tray ground planes. Cable rings or another physical means will be used to assure that all cabling will permanently maintain correct position.
- s. Offeror will provide physical support and cable management means for all copper runs and termination points, especially between floors, between cable tray and

- equipment racks and on equipment racks. Proper bend radius to wire diameter will be maintained. Cable run outside will be suitable for runs buried in conduits and aerial runs. Cable performance will not be degraded and the cable will not be damaged in any way by long-term immersion in ground water. Aerial cable outer jacket will be suitable for long-term exposure to sunlight and weather, with a life cycle greater than 20 years. Outer jackets on all cables will be fungus inert and crush resistant.
- t. If optical fiber is spliced, the loss per splice will be 0.2db or less. The offeror will test the system to verify loss by splices are within specifications.
 - u. The fiber network will be tested and 100% of all fibers will test within specifications. If any segment of cable is found to have unsatisfactory test results, that specific cable link will be replaced with a new link, which must then pass the test.
 - v. The copper cabling network will pass all tests for category 5 wire. Where category 5 wire is not required, the offeror will be permitted to use category 3 or greater (voice workstations, risers, etc.). Cable used will be standard color-coded and UL listed.
 - w. All cabling, copper and fiber, will be warranted by the manufacturer for a minimum of five (5) years.
 - x. All internetworking devices provided by the offeror will interoperate with at least two (2) other manufacturer's equivalent bridges and routers.
 - y. All bridges and routers will comply with industry open-standards and have documented interoperability with all related protocols. All remote bridges and routers will be capable of adapting to either a full or partial T-1, fractional T-1, or 56/64 kbps bandwidth of their particular protocol.

Categorical Specifications

1. Telephone System Feature Descriptions
 - a. Abbreviated Dialing, Station or System Level – This feature will allow voice terminal users to store Station or System frequently called telephone numbers or frequently used dial access codes in system memory and use a shortened dialing procedure to access those numbers.
 - b. Account Codes – This feature allows the caller to input billing information, that is, client account number, when placing/receiving a call.
 - c. Alerting – This feature will provide unique patterns of voice terminal alerting for all voice terminal users to distinguish between various types of incoming calls. The pattern should indicate various types of calls including but not limited to: terminal-to-terminal call, an attendant or incoming trunk call or a priority call. Users of terminals serving both voice and data should be provided with the ability to transfer or cut off alerting patterns at their voice terminals.
 - d. Alternate Console Position – This feature will provide for the capability of an alternate attendant console position as well as the regular attendant console position(s). This position will provide all regular attendant console functions. A lockout capability will be effected from the main console to prevent unauthorized access.
 - e. Attendant Manual Splitting – This feature will allow the attendant to consult privately with one party on a call without a second party hearing.

- f. Attendant Call Waiting – This feature will provide for calls completed by the attendant (to a busy series voice terminal line) to be held waiting while a tone indication of the waiting call is directed toward the busy voice terminal.
- g. Attendant System Control of Trunk Group Access – This feature will allow for the restriction of terminal lines and incoming tie trunks from accessing selected trunk facilities. Calls to restricted facilities will be routed to the attendant position.
- h. Attendant System Control of Voice Terminals – this feature will provide for the restriction of selected lines or groups of lines.
- i. Attendant Direct Trunk Group Selection – This feature will provide for an attendant to be able to directly access an idle-outgoing trunk by depressing a button associated with the desired trunk group.
- j. Attendant Display – This feature will provide for an alphanumeric display to allow the attendant to visually identify calling number, class of service, trunk identification or other important information.
- k. Authorization Code – This feature will allow a terminal user or attendant to dial a code, which overrides the facilities, restriction level associated with the terminal.
- l. Automated Attendant – This feature will automate the transfer of incoming calls to the particular voice terminal or voice message box that corresponds to the caller's inputs.
- m. Automatic Call Distribution – ACD feature will provide for a large volume of incoming calls to be answered by a group of telephones allocated for this purpose. Incoming calls are served on a first-in, first-out basis and are distributed among the available telephones (agent positions) such that the agent position that has been idle the longest is presented with the first call. A reporting package will be included that provides, as a minimum, agent and agent group and trunk activity reports.
- n. Automatic Callback – This feature will provide for voice terminal users, calling a busy station, to be automatically connected to that line when the station becomes idle.
- o. Automatic Route Selection/Least Cost Routing – This feature will provide routing of long distance calls over the most preferred route based on time of day and day of week. An access code and the public network telephone number will be utilized to select the least expensive route. At least 10-digit screening/routing capability is required. All digit translation required to conflate the call will be performed automatically.
- p. Auxiliary equipment Access – This feature will provide (through an extension or trunk) for the auxiliary equipment access between the system and dictation, voice or paging equipment.
- q. Call Forwarding – Internal – This feature will allow calls (internal or external) destined for the attendant or a voice terminal to be routed to another voice terminal or to the attendant. This feature will be activated or canceled by the user or the attendant.
- r. Call Park – this feature will allow a voice terminal user to have the ability to place a call on hold without tying up the activating line.
- s. Call Pickup – This feature will allow a voice terminal user to have the ability to answer any call directed to another terminal line within the user's pickup group.
- t. Call Waiting – This feature will allow any call attenuating to terminate on a user's voice terminal, when the user is busy on another call, to be held waiting while a tone

- indication of the waiting call is directed toward the busy terminal. The called terminal user may then be connected to the waiting call at the user's convenience.
- u. Caller Identification – This is an ISDN service feature. Caller ID provides out-of-band channel delivery of data about an incoming caller.
 - v. Class of Service – For each station on the system, the proposed system must have the ability to provide variable classes of service, alterable from an on-premise administration terminal. Service class will define the specific calling privileges of the associated station.
 - w. Computer telephone Integration (CTI) – The interconnecting of computers and telephone systems wherein the computer directs the system to switch calls to various internal resources and also might forward stored data to various internal resources. It is preferred to be compliant with TAPI and/or TSAPI.
 - x. Conference, Three-Party – This feature will allow a voice terminal user to have the ability to connect a third party to an existing 2-party call.
 - y. Console Alarm Display – This feature will allow system to provide audible and visual alarms at the attendant console, which signal major and minor system failures.
 - z. Data Protection – This feature will protect data calls from intrusion by the various bridge-on features, which may otherwise disturb data transmission.
 - aa. Dial Access to Attendant – This feature will allow the attendant to be dial accessed by voice terminal users. Unique access codes can be assigned to individual attendant positions to allow dial access to a specific attendant position.
 - ab. Direct Department Calling – This feature will provide a distribution service for selected high incoming call volume departments.
 - ac. Direct Inward Dialing – An incoming call from the exchange network will be directed to the dialed voice terminal without attendant intervention.
 - ad. Direct Outward Dialing – A voice terminal user will be able to access the public exchange network without attendant assistance.
 - ae. DTMF Service – This feature will provide DTMF signaling for terminal and attendant console users.
 - af. Hold – This feature will allow terminal users to maintain a current call in a held state. Access to the held call will be provided.
 - ag. Hunting – This feature will allow an incoming call to a voice terminal to be routed to an idle voice terminal in a prearranged group when the called-terminal is busy. Circular and linear hunt groups will be possible.
 - ah. Intercept Treatment – This feature will allow calls that cannot be automatically completed, to be routed to either an attendant or a recorded announcement.
 - ai. Intercom – This feature will allow voice terminal users to be connected to a conning Intercom path with other voice terminals. An alerting signal will be provided to audibly identify intercom calls.
 - aj. Last Number Redial – This feature will allow voice and data terminal users to automatically redial the last number called by depressing a single terminal button.
 - aj. Line/Feature Status Indication – A status lap will be provided with an indication of the call status for each call appearance on all digital voice and data terminals.
 - ak. Line Lockout – Intercept tone will be provided to a voice terminal user who remains off-hook for 10 seconds without dialing.

- al. Loudspeaker Paging Access – This feature will allow the attendant and voice terminal users access to voice paging equipment.
- am. MAC (Moves, Adds and Change Administration) by Owner – This feature will allow moves, adds, deletes and changes (MAC) to extension numbers, service classes and station and trouncing arrangements to be accomplished by owner via an on-premise phone/terminal. Offeror will provide a complete description of system's administration capabilities.
- an. Message Waiting – This feature will allow two modes of usage, manual and automatic. In the manual mode of operation, a voice terminal user will have the ability to activate a status lap at another designated voice terminal to indicate there is a message for the designated terminal user. System will also have the ability to automatically light a message-waiting lap at a user terminal in conjunction with various message services provided.
- ao. Music-On-Hold Access – This feature will allow music to be provided to the held party during any hold intervals.
- ap. Night Answer from Console – A feature, which automatically reroutes incoming calls to an attendant position, in this case an executive station set, etc., after hours.
- aq. Off-Premises Terminal – This feature shall provide access to the system by voice terminals located off-premises from the system location. Off-premises terminals shall be connected to the system via a line or trunk circuit, depending upon the application required.
- ar. Override – This feature shall allow a warning tone to be applied to a busy connection followed by bridge-on of the calling party, when activated by a calling terminal user on a call to a busy terminal line.
- as. Privacy – This feature shall prevent another user from entering into an established call.
- at. Queuing – This feature shall allow for calls to an all-busy trunk group to be placed in a queue while awaiting an idle trunk.
- au. Private Network Access – This feature shall provide connection to a tandem tie network, a Connor control switching arrangement, and an enhanced private switched communications service network or an electronic tandem network. Private network access calls shall have the ability to tandem through the local or distant system or on-premises system without attendant assistance if this option is provided.
- av. Recall Signaling – This feature shall provide a unique audible signal, which indicates that the system has recognized a recall and is ready to receive a request for activation of a voice terminal feature.
- aw. Remote Access – This feature shall provide users outside of the system access to the system via the public network for the purpose of using system services.
- ax. Remote Maintenance System Access – This feature shall provide for accessibility to the system via the serving network, by a remote central facility for administration, maintenance and automatic reporting of system alarms.
- ay. Serial Calls – This feature shall provide the ability for the attendant to extend a call to two or more voice terminals or trunks in succession without requiring the calling party to redial the attendant.
- az. Station Message Detail recording/Call Recording – This feature shall provide a means to permanently record the completion time, call duration, dialed number and the trunk

- group used for outgoing and/or incoming calls. Any authorization code shall also be recorded. Records shall be available for extensions and the attendant(s) position(s).
- ba. Terminal Busy Indication – This feature shall provide a visual indication of the switch hook status of a particular voice and data terminal.
 - bb. Time Reminders – This feature shall alert the attendant after 30 seconds when a call on the console is waiting to be connected.
 - bc. Toll Restriction – This feature shall restrict voice terminals from completing toll calls or calls to the toll operator without attendant assistance.
 - bd. Transfer – This feature shall permit certain voice terminal users to transfer a 1-party call to another party. Voice terminal users shall be able to transfer a 1- or 2-party call to a third party.
 - be. Trunk Group Busy/Warning Indicators – This feature shall alert the attendant (with visual warning indication) when a present number of trunks in a group are busy or a visual busy indication when the entire trunk is busy.
 - bf. Trunk-to-Trunk Connections – This feature shall allow an incoming trunk call to be extended to an outgoing trunk or an outgoing trunk call is extended to another outgoing trunk.
 - bg. Uniform Call Distribution – This feature shall allow incoming listed directory number trunk calls to be terminated without attendant assistance, directly to a pre-arranged group of voice terminals.
 - bh. Visually Impaired Attendant Services – This feature shall enable a visually impaired person to operate the attendant position by augmenting the normal visual signals with special devices and audible signals.
 - bi. Voice Mail System – Voice mail system shall be fully integrated with the telephone system.
 - bj. Wireless Capability from the Small Telephone System – Proprietary system enabling calling in a cell/PCS like manner through the proposed small telephone system.
2. Telephone System Hardware
- a. Fully digital systems (end-to-end) are required. Configurations shall be modular in design with universal ports. All hardware shall be NADP compliant. Configurations may be expanded to the full capacity by the addition of circuit card modules, voice terminals, station wiring and cabinets. None of the original equipment shall become obsolete through expansion.
 - b. The unit shall contain all of the necessary printed circuit cards, power supply and other components necessary for line and intercom switching and feature operation. The system shall be of modular design for ease of expansion and replacement of defective components.
 - c. Station instruments/voice terminals shall be multi-button, digital type, with modular connectors and a built-in speaker for tone signals and intercom voice announcements. The instrument shall have the appropriate number of programmable buttons as required for normal operations. The instrument shall provide audible and visual signals to indicate ringing, call and feature status. All instruments shall be hearing aid and amplified handset compatible.
 - d. A headset and connector may be ordered for connection with a station instrument. The connector shall contain a volume control and an on-off switch to enable switching between headset and handset operation.

- e. The attendant console shall have access to all lines in the system with the ability to transfer any call to any and all voice terminals in the system. The console shall have alarm indicators to notify the attendant of potential system problems. The console shall use a loop key arrangement and have an alphanumeric LED display.
- f. Direct Station Selection/Busy Lamp Field Console with its associated features may be ordered for installation adjacent to the voice terminal serving as a main call answering point. The cost of the console shall include the required circuit card, installation, wiring and programming. The DSS/BLF shall have the appropriate number of buttons and associated lights for the maximum number of voice terminals specified by the end user.
- g. Additional programming equipment does not have to be offered if equipment comprising the baseline system, the DSS/BLF, attendant console or a voice terminal can be used for programming. The offeror shall specify the equipment that is used to program the system being offered.
- h. Peripheral equipment as specified on the appropriate Table shall be furnished and included in the system base price. Other peripheral equipment may be ordered and pricing should be included on the price sheets. This peripheral equipment shall include but not be limited to the following: music source (digital) recorded announcement machines (4 channel, digital), paging amplifier, 100W, speaker indoor/outdoor, voice mail, terminal – minimum platform specification – IBM compatible 486 DX66, 1-GB or larger drive, 16 MB RAM, 2 MB cache, V.34 modem, tape cartridge backup, 3.5 inch floppy drive, DOS, Windows and mouse, printer (dot matrix, ink jet or laser depending on user requirements), battery backup (four hour at the wired level, shall not require venting).

Required Categorical Response

1. Through a written narrative, offeror will clearly identify the type, kind and level of products and services it proposes to provide CES members under this category of the RFB.
2. By written documentation, offeror must demonstrate its knowledge, background, experience, ability and capacity to provide those products and perform those services enumerated in Item 1 above. Provide manufacturer certificates, job references for prior experience, including scope of work, type, kind and level of product and services provided. Provide the timeline for each project listed. Provide examples of pre-sale and post project services offered which resulted in better customer satisfaction. Provide what human and physical resources you have to service the regions indicated herein.
3. Provide a written narrative of your company's policies, procedures, and strategies to ensure quality control, ability to respond to customer's concerns and problems before, during and after the project. Indicate what follow-up, review and over-site process you have in place to ensure both CES and its member's satisfaction.
4. Provide documentation demonstrating that you have at least three (3) years of experience in designing, installing and servicing each of the types of systems offered herein.
5. Provide documentation indicating that your company's primary function is specializing in and providing systems as described herein.

6. Provide sample warranties for each of the manufacturers you represent and through a written narrative, describe how your firm intends to execute and assemble transferable warranty documents from subcontractors, suppliers, manufacturers. Describe how your firm intends to meet and/or exceed the warranty requirements of this bid that exceed the standard warranty offered.
7. Through a written narrative and other documentation, describe and demonstrate your firm's experience and ability to provide and assist CES members in implementing an ongoing maintenance plan, which will include staff training on the operation and maintenance of the systems offered.

Categorical Price and Cost Submittal

1. As part of its response, offeror will provide complete and detailed price and discount schedules clearly identifying any/all products and/or services to be offered under this RFB.
2. Offeror is required to complete the indefinite quantity price form utilized to evaluate the RFB. In addition, the offeror may prepare and submit its own detailed price schedules/catalogs. However, all price schedules will conform to the required format and provide the information listed below. Place after Tab 6.
 - a. Equipment Price Schedule – Provide an equipment price schedule. The preferred equipment price schedule will include manufacturer's name and price list date and number, publisher's list price, percent of discount offered to CES members and net CES price for each line item. Provide a price schedule for each manufacturer and/or product line offered.
 - b. Services Price Schedule – Provide a price schedule for any services offered to CES's members (installation, etc.). The preferred services price schedule will include price list date and number, your standard or list price, percent of discount offered to CES members and net CES price for each line item.
 - c. Schedule of travel and per diem rates will clearly identify when and how they are applicable and any/all associated terms and conditions that may exist as part of the execution of this RFB. Travel and per diem rates will not exceed the current acceptable state or federal rate, whichever is less.
 - d. Performance and Payment Bonds – Provide documentation confirming your company's current bonding rate to provide a bond for one hundred percent (100%) of a project. For any project under this RFB that requires a bond, no additional costs will be allowed except for the cost of the bond. All bonds issued will be issued to the CES member.
 - e. Cost of incidental products and services will be figured using the alternative method of costing as defined herein.
 - f. Optional electronic price schedules may be submitted if available and conform to the RFB requirements. Electronic price schedule format will be in a spreadsheet or tab separated text format, which can be accessed and viewed using one of Microsoft's Office XP's applications.
3. Pricing that is higher than the manufacturer's suggested retail price is not acceptable.

Cost Evaluation Information

CES has established cost evaluation criteria to be used to determine the low bidder(s). The offeror must provide the required information and the information provided must tie to and be supported by price schedules provided.

Category 4: Intercom Systems Relating to Sound, Video, Voice, Data Collection and Distribution and Clock Systems

Category Scope of Work

CES is to responding to requests from its members to obtain vendor(s) who can evaluate the members' existing systems and current needs and propose solutions/options to meet their identified needs. Once a solution has been identified, assist in the design, development, ordering, installing, training and implementing the accepted proposed solution offered. The following is provided to communicate to prospective vendors the kinds and types of needs of CES members. Offerors must be able and willing to work with CES and its members to provide, establish, maintain and operate state of the art video, voice, data and sound communication system(s) with the following elements.

1. Long distance, interactive learning and educational resources collection and distribution.
 - a. The system must enable CES members to offer its various sites and community different forms of television, computer and two-way video interactive learning network to include:
 - 1) Courses and educational opportunities for students, staff, and community members.
 - 2) Instant and affordable access to data/information services, on-line newspapers, libraries, research facilities, educational programming and other resources whether it be in the form of sound, video, data and/or all of the above.
 - 3) Allow the LEA to provide on going in-service/assistance for the evaluation of, development of and implementation of a community based learning system and its long-term goals and objectives.
 - 4) Allow the LEA to interface and network with other educational agencies or outside resources of educational programming.
 - 5) Program delivery system must have the ability to be delivered over a multi-channel network.
 - 6) Curriculum services and educational programs from a variety of internal and external sources for students at the K-12 level, community college level and/or for community continuing education programs are to be distributed over this network.
 - 7) If necessary, support beyond the CES member's facility may include, but is not limited to, data communications method and procedures where tests, homework and/or supportive materials are provided to and/or from outside locations, any/all protocols, methods necessary to access on-line newspapers and educational resources both locally or nationally.
 - 8) All resources to be provided will be made available to the end user through one or all of the following satellite, cable TV, telecommunications lines, and local and/or wide areas networks. Offeror must provide detailed written evidence to demonstrating their willingness and ability to offer, deliver, and support such an educational network, programming and resources to CES members.

- b. Sound, video and data infrastructure, collection, distribution network.
 - 1) Network must utilize all of the industry's latest communications technologies and equipment.
 - 2) Must be able to interface and enter communicate with a member's existing systems if necessary and feasible.
 - 3) The system must have the flexibility to serve as a global of individual collection and distribution system with multiple sources.

CES is seeking New Mexico licensed and experienced vendor(s) with state-of-the-art micro-processor based, digital, special electronic intercommunication systems to meet the administrative, instructional, energy management and safety needs of educational facilities. Because the variety of systems, options and features available and their complex nature, it is important that the supplier be prepared to offer, upon request, organized and detailed presentations to CES members in order to allow them to develop a good and complete understanding of what is available to meet their needs.

This category includes fire, emergency, and safety alarms; internal communication and sound systems; classroom video distribution and collection systems, multipurpose and auditorium sound and music systems and time energy master clock systems.

The category does not include fire and/or security systems which are not part of an integrated intercom system, network infrastructure and cabling.

Categorical Definitions

ADSL: Asymmetrical Digital Subscriber Line.

ANSI: American National Standards Institute.

Architecture: The logical structure of the communications system of a network including protocols, formats and sequences of operations.

ATM: Asynchronous Transfer Mode.

CCIA: Computer Communications Industry Association.

CCTV: Closed Circuit Television.

Client: A device that requests services from a server.

DCE: Data Communications Equipment – Equipment found at the transmission sources and destination that allows communications to occur. It is responsible for establishing, maintaining and terminating connections. It performs signal conversion and coding between the transmission medium and the DTE.

Distributed Architecture: A LAN that uses a shared communications medium and shared access methods.

DSU/CSU: Data (Digital) Service Unit and Channel Service Unit.

DTE: Data Terminal Equipment – The device that produces data to be transmitted across an inter-network.

EIA: Electronics Industries Association.

EISA: Extended Industry Standard Architecture.

FDDI: Fiber Distributed Data Interface.

Hub: Provides connections to and from multiple network devices.

IEEE: Institute of Electrical and Electronics Engineers.

ISA: Industry Standard Architecture.

ISO: International Standards Organization.

LAN: A data communications system allowing a number of independent devices to communicate directly with each other within a moderately sized geographic area over a physical communications channel of moderate data rates. These devices include servers, CD-ROM drives, computers, facsimile machines, printers and telephones.

MAC: Media Access Control.

NEC: National Electric Code.

NFPA: National Fire Protection Association.

Open Architecture: One that is compatible with the hardware and software from any and many vendors.

Protocol: A set of rules, procedures or conventions relating to format and timing of data transmission between two devices.

Repeater: A network device used to repeat signals from one cable to another.

Router: A network device used to channel messages from one cable link to another.

SACII: American Standard Code for Information Interchange.

SNMP: Simple Network Management Protocol.

Telecommunications: Any transmission, emission or reception for signs, signals, writings, images and sound that is information of any nature by cable, radio, optical or other electromagnetic systems.

TIA: Telecommunications Industry Association.

Topology: The physical appearance and/or manner of operation of a network.

Transmission Channel: The physical infrastructure providing the foundation for the connection of all other network devices, usually cables, although certain wireless transmission channels are available.

Transmission Medium: The type of cable or wireless system used to connect the network devices.

Uplink: Signals transmitted from ground stations to satellites.

UPS: Battery back-up system to provide continuous power in the event of a power failure, often included with surge protection.

USTSA: United States Telecommunications Suppliers Association.

WAN: A data communications system allowing a number of LANs to communicate directly with each other over long distances using telecommunications links such as telephone lines, satellites or microwave rather than a lengthy cable.

Categorical Terms and Conditions

1. In order to receive an award, offeror must provide a reasonable and cost effective state-of-the-art product line of systems and peripherals that utilized all of the various technologies and communications methods available.
2. Regular and wireless methods of communications must be offered and their transfer rate, communication rate and/or access speed must be clearly identified and stated.
3. Offeror must be willing and able to evaluate, utilize and integrate existing networks and systems when and where is feasible and economical.
4. Wireless systems offered must provide a high quality digital signal between the various nodes to enhance clarity, provide for greater signal distance and provide greater security.
5. Based on individual CES members' needs, the offeror may or may not be required to offer all or part of the equipment needed for a complete system, (i.e., computers). If computers were to be provided as part of a project, they must be recognized brand name/models and must be listed with their associated cost in this bid. This contract will not allow for sales of stand-alone, administration, or classroom computers that are not

part of a sound, video, and data communications network, microwave, satellite or WAN telecommunications system.

6. The offeror may establish "bundled" set of products and services if the price of the bundle is less than the total price of all of the individual items included in the bundle were added together.
7. As clarification of the licensing specification, CES understands and is looking for respondent(s) who hold one of the following (1) EE-98 or (2) ES-3 and ES-7 or (3) GB-98 as a minimum.
8. CES's definition for subcontracting and partnering are as follows. CES describes subcontracting as a firm offeror hires to do a job and offeror is totally responsible. CES sees Partnering/Joint Venture to exist when two entities enter into a contractual relationship to respond to, enter into, perform contractual work and be equally responsible for any/all work entered into and/or done by either. CES is seeking a respondent who meets all vendor requirement or a group of vendors who have partnered or entered into a joint venture to qualify as a respondent.
9. CES will consider "niche" responses that fall within the scope of work of this RFB ONLY if they are unique, state-of-the-art technology, not available through other awards and if the awarding of a contract would be in the best interest of, and advantageous to, CES members.
10. Offeror will be a special electronic systems (SES) supplier, possess a license to do business in New Mexico and possess the appropriate license with the New Mexico Construction Industries Division to perform the type of work necessary and required to install, configure, test and maintain a complete solution as described herein.
11. The SES supplier will be a factory authorized distributor, dealer, installer and service provider for the equipment offered. Please provide documentation of factory authorization indicating the your firms ability to furnish products in New Mexico.
12. The SES supplier's installers/technicians will have held a valid commercial low voltage license for a period of not less than three (3) years from date of bid. (Provide photocopy of license with proposal.)
13. The SES supplier may hold other commercial contractor license(s) and be able to perform other work, but agrees to provide only goods and services covered by this RFB. SES supplier will not enter into any agreement for other construction services with the CES members which may be related but not covered by this solicitation.
14. The SES supplier will be engaged full time in engineering and installation of the systems requested in this RFB, and will have successfully completed at least five (5) major projects in the state of New Mexico within the last five (5) years, demonstrated by attaching a list of projects, contact names, phone numbers and completion dates.
15. The SES supplier awarded a contract will be required, from time to time, to furnish engineered computer-generated drawings for coordination and installation purposes or for obtaining state or local building permits. This will be done without claim for additional payment. Offeror will provide with its bid a list of equipment and software it will use to produce such drawings.
16. The SES supplier will maintain a full-time service department, equipped and capable of performing routine factory authorized service on all supplied equipment. To demonstrate compliance with this standard, identify the number of full-time service personnel, their

levels of factory-certified training (provide copies of letters/certificates) and a list of the bench and field test equipment available for immediate use.

17. The SES supplier will not subcontract any work, including, but not limited to, engineering, installation, programming, set up, testing, equalization and adjustment, unless a licensed New Mexico subcontractor is hired. It is intended that a majority of any project performed under this contract be completed by the offeror's employees. If subcontractors are planned, attach a list of names, licenses held, and area of registration. All costs for subcontracting must be clearly identified and fully disclosed in this bid. The SES supplier may not increase the prices offered for subcontracting services except at renewal time, when such costs will be part of the consideration for extension of the contract.
18. In its response, the SES supplier must identify the geographic region(s) of the state it will serve. List any area(s) within a selected region in which your firm is not able to provide complete and timely service.
19. In some educational environments the offeror must be willing and able to provide a variety of connectivity solutions, such as hardwired systems, local wireless systems, satellite/microwave remote systems and/or a combination of the above to develop collection and distribution components to meet the CES member's needs and requirements.

Categorical Specifications

1. All products will be manufactured by a nationally recognized company having at least five (5) years previous experience in the manufacturing of microprocessor-based intercommunication systems.
2. All intercommunication systems will be UL listed as a system for use in its intended application. Where telephone interconnect is required for the system, it must be FCC approved for this purpose.
3. Proposed systems will accommodate any combination of the following classroom devices: intercom speakers; intercom call in buttons or switches; intercom emergency call buttons or switches; wireless staff emergency locators; staff telephones without dial pads; telephones with dial pads.
4. Classroom two-way intercom, paging announcements, bell schedules, emergency tones, etc., will be accomplished over a single classroom speaker. The use of a speaker/phone set for intercom will not be accepted.
5. The system will provide for program distribution from any conventional audio source to any classroom, group of classrooms, or campus wide via individual selector switches (switch banks).
6. The system will be fully microprocessor based and field programmable via a RS-232 port.
7. Master program clocks will be fully microprocessor based and field programmable via direct front mounted keypad entry and/or computer program from RS-232 serial port.
8. Master program clocks will be capable of a minimum of 350 total events and 100 holidays for special schedules. The master clock will include a minimum of up to six (6) zones and three (3) schedules. The master clock will include automatic daylight savings

time changes, a feature necessary in New Mexico. All events and normal time of day will be able to be reviewed and displayed on the front panel.

9. The master program clock will be rack mountable in standard 19 inch equipment racks, and will also have provision for surface or flush wall mounting for stand alone operation. The master clock will provide for direct interface to school intercom systems for operation of class change bell schedules.
10. The master program clock will be capable of automatic correction of all major secondary analog and digital clocks. It will also be capable of correction of three different clock systems, simultaneously.
11. The master clock will have battery back-up for operation, preferably up to seven (7) days. The clock will include a crystal control time base for assured accuracy. An accumulator that tracks lost time during power failures, and immediately corrects the secondary clocks when power resumes, should be available.
12. Include with the response, secondary analog and digital clocks which are capable of standalone use. Secondary clocks will include flush and surface-mount as well as single and double faced configurations. Digital clocks will be capable of operating as countdown and elapse timers with the use of remote control keypads. Offeror should provide both shatter-proof and scratch resistant glass lens for clocks. Clocks should be available with or without sweep hands, and with or without numerals. Clocks should be available in 10", 12", and 15" diameters, either round or square shaped.
13. School telephone systems will be capable of operating in hybrid configurations common to K-12 schools. The systems will permit operation as either a PBX or EKSU operator configuration, to allow schools to operate from a single console position (PBX), or multiple answer position (EKSU).
14. The telephone system will be available in a digital format, and allow for E and M Tie Line interface to FCC approved school intercom systems to facilitate call transfer to classroom and other telephones connected directly to the school intercom system.
15. The system will allow for field programming via RS-232 serial port to accommodate adds and changes to the system configuration. The system will allow for on-site or off-site diagnostics.
16. The system will accommodate all conventional central of line services.
17. The system will accommodate both digital and analog stations, including single line sets, fax and modem machines.
18. Telephone stations will be available, with or without digital displays, showing time of day, number dialed and number of calling extension.
19. Telephone stations will be available with programmable dialing bins to accommodate speed dialing, direct station select and station busy monitoring.
20. For evaluation purposes, the SES supplier must identify which of the following standard features and services will be available on the telephone system offered: account codes; associated modem lines; attendant selectable COS; auxiliary attendants; automatic diagnostics; automatic least cost routing; auto wake up/reminder; background music; block programming; call back busy/no answer; call blocking; call forwarding, both internal and external; call waiting; CDE backup and restore; configuration printout; contact alarm; consoleless operation; data line security; direct call pickup; direct in lines; direct outward dialing; direct trunk select; discriminating ringing; do not disturb stations; flexible night answer points; flexible numbering plans; hold and retrieve; manual line;

hunt groups (terminal and circular and UCD); lockout stations; last number redial; message waiting (lamps or bells); message registration/call billing; mixed station dialing; music on hold; night bells; override security; off premise extensions; paging access; pickup groups; power fail transfer; privacy on stations and privacy release; remote testing and maintenance; restrictive station control; ring group; room status, printer and/or terminal port; system and callback messages; tie trunks (E & M); tone to pulse conversion; transfer/consultation hold; add on toll control; vacant number intercepts; wait for dial tone. A school media management system may accommodate remote control of centrally located media machines via interface to classroom dialing telephones or direct interface of infrared control from classroom control panels, or portable remote control to the media devices.

21. In media management systems using dialing telephones for remote control of media devices, the system will use an interface for direct conversion of the telephone DTMF tones to infrared or RS-232 serial interface. The interface will permit the pre-assignment of classrooms to dedicated media devices. It will also permit the lock out of in use media device from unauthorized use.
22. VCR player will be controlled via infrared interface. Videodisk players may be controlled via RS-232 direct serial interface for simple access to standard videodisk functions.
23. Media management systems, with dialing telephone control, will be broadcast to remote television sets via broadband distribution, utilizing conventional modulators, strip amplifiers, combiners, splitters and broadband amplifiers. The system will accommodate the transmission of all media devices providing a baseband audio video output.
24. Media management systems using classroom control panels with direct infrared, or serial media device control, will be capable of signal transmission to remote monitors via broadband, baseband over copper and fiber optics cable. Classroom control panels will be linked to a computerized management system via serial links. All signals from media devices to classrooms will be controlled and switched through a broadcast quality video switcher. The video switcher and infrared control system will be linked together, and controlled by a dedicated management computer using media management software specifically designed for this purpose.
25. The media management software will accommodate the scheduling of media devices and media courseware up to two (2) years in advance from dedicated work stations, or via a classroom computer network with a window to the media management computer. The software will provide for an optional lesson planning program, which will allow the staff to automatically allocate and sequence any multiple of media devices and courseware in a pre-planned and timed by event mode. The lesson planning software will allow the staff to plan the use and operation of media devices and courseware in advance, and save the plan on disk for future use. Software that operates on Macintosh II, Windows, and/or PC-DOS systems will be allowed.
26. SES supplier may offer, as optional services, multimedia-equipment and equipment for reception of off air broadband and satellite signals for schools involved in distance learning programs. Offeror should offer competitive discount prices on television sets, large screen monitors, and video projection systems. Broadcast television equipment may be offered for a school television studio or lab, including cameras, monitors,

swatters, signal generators, editing equipment for all standard formats, including VHS, 3/4 and 1/2 tape, and 8mm.

27. Foreign language teaching/learning laboratories offered by the SES supplier will include multiple student position labs that are microprocessor based. The laboratories will accommodate conventional audio cassette technology or digital magneto optical voice memory audio access technology allowing for quick random access of a single source from multiple student stations.
28. Learning systems will address the specific requirements of group or individual instruction, and will offer multiple simultaneous teaching levels to accommodate individual student pacing and growth.
29. Language learning systems will optionally accommodate for group video distribution with random video switching/selection from student positions. The system will include stereo audio capability, random pairing for role playing and testing, and optional student response mechanism and response analyzer for testing and record keeping.
30. Multi-media computer classroom display control systems will provide the computer instructor with control of all the computer monitors in the computer lab classroom. It will provide audio distribution and keyboard control in order to facilitate computer training.
31. Computer classroom control systems will be controlled by the instructor, and will not require any action on the part of the student in order for the instructor to access the student's screen. The system will allow computer images displayed on the instructor's monitor to be displayed on student monitors singly, in sub-groups, or to the entire classroom. The system will allow the instructor to view the image that appears on any student's monitor, and must provide the capability of transferring any student's screen to any other student, or to all other students simultaneously. The transmission of screens and audio must occur in "real-time." The system will automatically disable the keyboard of any student's computer when the instructor sends an image to that student.
32. The computer classroom control system will not require any expansion slots, software or memory capacity at the instructor's computer, or at any student computer.
33. Both the language learning and computer classroom control systems will accommodate instructor to student audio intercom for private and group personal instruction.
34. Audio and video teleconferencing systems will accommodate distance learning applications via teleconferencing, satellite conferencing, and microwave transmission.
35. Fire alarm systems connectivity will accommodate conventional systems found within educational institutions and allow for either digital or analog circuits.
36. Security alarm system connectivity will accommodate conventional systems found within educational institutions and allow for either digital or analog circuits.
37. Closed circuit television system will include both black and white and color cameras and monitors. All components will be modular to accommodate future expansion. All systems will include cameras, monitors, switchers, control equipment, recording equipment, and mounting hardware.
38. Portable sound reinforcement systems will be modular in configuration and fully self-contained to provide for temporary sound system requirements in a variety of situations.
39. Portable systems will include facility for multiple audio inputs, including microphones. The mixer/amplifier will be equipped with individual input and a master output volume control, adjustable tone controls, and a one or two channel built-in amplifier. The system

will come equipped with high quality speakers, speaker stands, microphones, and microphone stands. The portable system will be able to operate from 120 volts AC.

40. Permanent sound reinforcement system will be comprised of major products such as speakers, amplifiers and signal processing equipment from a single professional audio manufacturer. The major audio manufacturer will produce professional audio equipment with enough variety to accommodate a variety of applications: gymnasium and auditorium; outdoor athletic field; multi-purpose room sound systems; surround-sound theater.
41. The SES supplier will make available to CES members a variety of audio accessory equipment, such as microphones, power and audio cords, patchbays, mixing consoles, equipment racks, mounting hardware and audio sources, to provide a single point source for all necessary audio equipment.
42. SES supplier will furnish, upon request and at no additional cost to the member, any wiring and hookup diagrams, engineered drawings and typical installation details as may be required for the proper installation and operation of the permanent sound reinforcement system.
43. Classroom sound systems will include all necessary equipment and accessories as described above for complete permanent sound systems for classrooms. In addition, the SES supplier should provide sound masking loudspeaker systems and generators that accommodate the varying mechanical requirements of return-air plenum ceilings, and the building codes of local, county, and state governments.
44. Classroom sound systems will have the expanded preamplifier ability to accommodate multiple stereo audio and video inputs. The classroom reamplifier will allow the user to adjust the stereo input levels via an individual trim potentiometer. The preamplifier will come equipped with an infrared remote control to allow the instructor to remotely select from the various inputs and adjust the master volume.
45. It is understood that the products, electronic equipment and systems described herein may require the installation of a cable infrastructure or distribution system. (Keep in mind that any cabling performed under this RFB must be directly related and/or required to the systems offered herein). The offeror may include with its response a variety of connectivity products, such as connectors, termination blocks, wiring systems and related computer distribution products. Fiber optics transmitters, receivers and related accessories may also be included. However, CES reserves the right to reject any cabling or fiber optic proposals offered to a CES member that does not fall under the scope of this RFB,
46. The SES supplier must provide a list of common products that may require installation, and furnish a unit labor rate that may be used to establish installation costs. Describe conditions that may cause this unit rate to vary, and by what percent. Example: 8 inch ceiling speakers normally installed in 3/4 hour per unit. Add 30% for solid ceilings. Add 15% for ceilings above 10 feet. Add 30% for ceilings over 40 feet.

Categorical Required Response

1. Respondents must provide a response to requested items below:
 - a. It is understood that this request includes the software, products, electronic equipment and systems required for the installation of an infrastructure, collection/distribution system as described above. (CES is seeking a single source, turn key solution to provide the special electronic products and systems along with the necessary services.) Describe what attributes and resources your firm possesses which will enable to meet the special needs of CES members.
 - b. The offeror must include within the response how he/she/they intend providing the variety of connectivity products requested such as wireless, microwave and satellite systems, and other related distribution components.
 - c. Explain in writing why you have selected the specific manufacturers of the products you will offer on this bid? Do you select a manufacturer because of low prices? What American or international standards must an OEM meet or exceed before you will offer its equipment for resale? Provide this information on the following equipment:
 - 1) Ethernet hubs
 - 2) Surge protector for a satellite system
 - 3) Microwave video transmission receiver/transmitter
 - 4) Color television monitors
 - 5) VCR/laserdisc players
 - 6) VHS camera/recorders
 - 7) Low cost dish antenna
 - 8) Top-of-the line dish antenna
 - 9) Uplink and downlink satellite stations
 - 10) Cable used for networks
2. Through a written narrative, offeror will clearly identify the type, kind and level of products and services it proposes to provide CES members under this category of the RFB.
3. By written documentation, offeror must demonstrate its knowledge, background, experience, ability and capacity to provide those products and perform those services enumerated in Item 1 above. Provide manufacturer certificates, job references for prior experience, including scope of work, type, kind and level of product and services provided. Provide the timeline for each project listed. Provide examples of pre-sale and post project services offered which resulted in better customer satisfaction. Provide what human and physical resources you have to service the regions indicated herein.
4. Provide a written narrative of your company's policies, procedures, and strategies to ensure quality control, ability to respond to customer's concerns and problems before, during and after the project. Indicate what follow-up, review and over-site process you have in place to ensure both CES and its member's satisfaction.
5. Provide documentation demonstrating that you have at least three (3) years of experience in designing, installing and servicing each of the types of systems offered herein.
6. Provide documentation indicating that your company's primary function is specializing in and providing systems as described herein.

7. Provide sample warranties for each of the manufacturers you represent and through a written narrative, describe how your firm intends to execute and assemble transferable warranty documents from subcontractors, suppliers, manufacturers. Describe how your firm intends to meet and/or exceed the warranty requirements of this bid that exceed the standard warranty offered.
8. Through a written narrative and other documentation, describe and demonstrate your firm's experience and ability to provide and assist CES members in implementing an ongoing maintenance plan, which will include staff training on the operation and maintenance of the systems offered.

Categorical Price and Cost Submittal

1. As part of its response, offeror will provide complete and detailed price and discount schedules clearly identifying any/all products and/or services to be offered under this RFB.
2. Offeror is required to complete the indefinite quantity price form utilized to evaluate the RFB. In addition, the offeror may prepare and submit its own detailed price schedules/catalogs. However, all price schedules will conform to the required format and provide the information listed below. Place after Tab 6.
 - a. Equipment Price Schedule – Provide an equipment price schedule. The preferred equipment price schedule will include manufacturer's name and price list date and number, publisher's list price, percent of discount offered to CES members and net CES price for each line item. Provide a price schedule for each manufacturer and/or product line offered.
 - b. Services Price Schedule – Provide a price schedule for any services offered to CES's members (installation, etc.). The preferred services price schedule will include price list date and number, your standard or list price, percent of discount offered to CES members and net CES price for each line item.
 - c. Schedule of travel and per diem rates will clearly identify when and how they are applicable and any/all associated terms and conditions that may exist as part of the execution of this RFB. Travel and per diem rates will not exceed the current acceptable state or federal rate, whichever is higher.
 - d. Performance and Payment Bonds – Provide documentation confirming your company's current bonding rate to provide a bond for one hundred percent (100%) of a project. For any project under this RFB that requires a bond, no additional costs will be allowed except for the cost of the bond. All bonds issued will be issued to the CES member.
 - e. Cost of incidental products and services will be figured using the alternative method of costing as defined herein.
 - f. Optional electronic price schedules may be submitted if available and conform to the RFB requirements. Electronic price schedule format will be in a spreadsheet or tab separated text format, which can be accessed and viewed using one of Microsoft's Office XP's applications.
3. Pricing that is higher than the manufacturer's suggested retail price is not acceptable.

Cost Evaluation Information

CES has established cost evaluation criteria to be used to determine the low bidder(s). The offeror must provide the required information and the information provided must tie to and be supported by price schedules provided.

SECTION III: CONDITIONS LEADING TO AND INCLUDING CONTRACT AWARD

- A. CONTRACT FORM: The form of the contract between CES and the contractor shall be as per that in Section IV.

- B. BID SUBMISSION: Sealed bids will be received until 1:30 p.m. local time, February 20, 2004, either hand delivered to the agency offices, 4216 Balloon Park Road NE, Albuquerque, New Mexico, or by mail at the same address. One (1) original of the bid and supporting documentation shall be included and submitted in a binder. If you choose to extend your offer to schools in Colorado and/or Texas, include an additional original bid, with original signatures. No oral, telephone, or facsimile of any bid, or bid modifications, will be considered.

- C. BID REVIEW: Commencing on February 20, 2004 at 1:30 p.m. local time, bids shall be publicly opened and reviewed by the designated CES representative. Recommendation of award and notification to all respondents will be made by March 19, 2004.

- D. EVALUATION FACTORS: To qualify as a responsive bidder, a bid must be responsive, must have been submitted on time, and materially satisfy all mandatory requirements identified throughout the RFB. To be considered responsive, a bid must reasonably and substantially conform to all of the specified requirements in the RFB in the judgment of the CES representative. Any deviation from requirements indicated herein must be stated on an attached sheet(s), otherwise it will be considered that bids are in strict compliance with all requirements and any successful vendor will be held responsible therefore. Deviations or exceptions stipulated in vendor responses, while possibly necessary in the view of a particular vendor, may result in a penalty assessment being assigned during the evaluation process. Language to the effect that the vendor does not consider this bid to be part of a contractual obligation will result in that vendor's bid being disqualified. Due to the unpredictable nature of what any particular vendor may wish to stipulate with regard to exceptions, exclusions, or limitations of liabilities, vendors are forewarned that CES reserves the right to assign any penalties it considers warranted. Terms of the RFB that any vendor considers particularly unwarranted and to which that vendor would have to take significant exception in his response should be stated in the bid clearly and concisely as exceptions and/or deviations. Vendor's required responses " yes " are responsive or " no " are non-responsive.

1. Vendor Qualifications

- Yes No Provided \$25,000 Bid Security (Behind Tab 1) (page 33)

- Yes No Brief history of company that includes its' philosophy of doing business
(Page 10, Item a)

- Yes No Company's location, key people, facilities and ability to perform
(Page 11, Item b)

- Yes No Narrative describing product and service standards and/or awards of products or services
(Page 11, Item c)

- Yes No Written evidence of manufacture and/or manufacture's authorized agent/dealer
(Page 11, Item d)
- Yes No Financial qualification and business stability
(Page 11, Item e)
- Yes No Written statements regarding employment procedures and background checks
(Page 12, Item f)
- Yes No Verification of insurance and levels of coverage, certificate of insurance (Page 12, Item g)
- Yes No Ability to contract – SPD other contracts
(Page 12, Item h)
- Yes No Key sales people who will be assigned this contract
(Page 12, Item i)
- Yes No Reasons why your products and services are worth the prices or fees you are charging (Page 12, Item j)

2. Responses to Specific Requests in Each Category (Place after Tab 5)

- Yes No Copy of Special Terms and Conditions
- Yes No Acceptance of Special Terms and Conditions
- Yes No Required Categorical Responses

3. Cost

- Yes No Listing of materials, services and products that meet or exceed specifications of RFB 2004-008.

4. Cost Scoring Evaluation

After offerors have been determined to be responsive and cost evaluation points have been assigned to each responsive bidder, only offerors scoring greater than 60% of the total points possible will be considered for a possible award. CES reserves the right to make a multiple award if it feels that a multiple award is in the best interest of its members.

- E. COST CONSIDERATIONS: The negotiated contract between CES and the contractor shall be for a firm, fixed discount off current school/government price with indefinite quantity. CES will not be liable for any cost in bid application. Travel and per diem are reimbursed in accordance with the New Mexico Mileage and Per Diem Act. CES will not reimburse the cost of developing, presenting, or providing any response to this solicitation.
- F. IMPORTANT NOTICE TO OFFERORS: CES is an educational service agency that provides needed education-related services to New Mexico public educational institutions. Under New Mexico law, we charge a fee to the schools when we provide a service. There are no other annual membership fees or dues, other than what we collect for offering a service.

Finally, offeror should keep in mind that CES desires to provide for small, rural New Mexico schools the same prices that big districts pay. Therefore, offers that require minimum purchases or minimum dollar amounts on a purchase order may be either rejected, or have very little business if accepted.

- G. COLORADO EXTENSION: Through an agreement with the Colorado Board of Cooperative Educational Services Association (CBOCES) in Colorado, the products and services in this RFB may be extended to the school districts in Colorado. CBOCES in Colorado will use the "CBOCES" conduit to enable any school district in Colorado to use this award.

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

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

Colorado BOCES Association

John Tillman
President
c/o San Luis Valley BOCS
P. O. Box 1198
Alamosa, CO 81101-1198

Phone: (719) 589-5851

Fax: (719) 589-8012

E-mail: jtillman@slvbocs.org

- H. TEXAS EXTENSION: Through an agreement with the Texas Cooperative Purchasing Network (TCPN) in Texas, the products and services in this RFB may be extended to the educational institutions in Texas. TCPN in Texas will use the “TCPN” conduit to enable any educational institution in Texas to use this award.

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

Neither TCPN nor CES will hold the other responsible for any irregularities in the contract. CES neither encourages nor discourages vendors from contacting TCPN. If you would like to discuss the use of any contract awarded by CES in Texas, please contact:

Texas Cooperative Purchasing Network (TCPN)
Doug Rupe
11213 Cezanne Street
Austin, Texas 78726

Phone: 713-744-4411

E-mail: dougrupe@austin.rr.com

SECTION IV: BID FORMS

Form A **BIDDERS DECLARATION FORM**

Offerors must indicate each category it is responding to below by placing an "x" beside it. Failure to complete and return this form will cause the bid to be considered non-responsive.

Category 1 Local and Wide Area Network Infrastructure for Various Applications

Category 2 Facility Security and Fire Alarm Systems

Category 3 Telecommunication Systems and Related Services

Category 4 Intercom Systems Relating to Sound, Video, Voice, Data Collection and Distribution and Clock Systems

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

New Mexico is a large state geographically. For this solicitation CES is dividing the state into seven (7) service regions. Offerors will be required to indicate within their response which of these service regions of the state they wish to provide services to, and prioritize the areas in order, the areas that your firm intends to concentrate its efforts if given an award. The seven service regions are described below.

- Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington and Jemez Mountain school districts.

- Region Two (2)** – Chama Valley, Espanola, Mesa Vista, Penasco, Pojoaque Valley, Questa, Santa Fe and Taos school districts.

- Region Three (3)** – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Pecos, Raton, Roy, Springer, Wagon Mound and West Las Vegas school districts.

- Region Four (4)** – Albuquerque, Belen, Bernalillo, Cuba, estancia, Gallup-McKinley, Grants-Cibola, Jemez Valley, Los Alamos, Los Lunas, Magdalena, Moriarty, Mountainair, Quemado, Rio Rancho, Socorro and Zuni school districts.

- Region Five (5)** – Clovis, Corona, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Santa Rosa, Texico, Tucumcari and Vaughn school districts.

- Region Six (6)** – Alamogordo, Animas, Capitan, Carrizozo, Cloudcroft, Cobre, Deming, Gadsden, Hatch Valley, Hondo Valley, Las Cruces, Lordsburg, Reserve, Ruidoso, Silver, Truth or Consequences and Tularosa school districts.

- Region Seven (7)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum school districts.

OFFER AND ACCEPTANCE OF OFFER AND CONTRACT AWARD

PROJECT: As Defined in RFB 2004-008



OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Bid, the undersigned warrants that I/we have examined the Instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this REQUEST FOR BID, and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Special Terms and Conditions. The undersigned understands that its competence and responsibility and that of its proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section will be a consideration in making the award.

Company Name _____ Contact Person _____
Address _____ Authorized Signature _____
City _____ State _____ Zip _____ Printed Name _____

OFFER EXTENDED TO COLORADO AND TEXAS SERVICE AGENCIES



If you are willing to honor purchase orders through the Colorado BOCES Association in Colorado under the same terms and conditions as in this RFB, place initials in the box.



If you are willing to honor purchase orders through the Texas Cooperative Purchasing Network (TCPN) under the same terms and conditions as in this RFB, place initials in the box.

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Your Offer for Contracting Services is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached offer based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Bid. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from CES.

The parties intend this contract to constitute the final and complete agreement between CES and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue until March 19, 2005 unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods ending March 19, 2006, March 19, 2007 and March 19, 2008.

Authorized Signature Contract Number

Awarded this _____ day of _____, 2004.

AGENCY
SEAL
or
STAMP

INDEFINITE QUANTITY UNIT PRICE SCHEDULE

Bid Submission Form: All Categories

Use this form, or duplicate it, to price all equipment, services, supplies, and other commodities you wish to place on contract under this category. If you have a printed price list and/or catalog, you may attach it as an appendix and list its title and the associated CES discounts to be applied.

<u>Description</u>	<u>Retail</u>	<u>%Discount</u>	<u>CES Price</u>

Form D-1 INDEFINITE QUANTITY UNIT PRICE SCHEDULE

Bid Submission Form: Category 1 - Local and Wide Area Network Infrastructure for Various Applications

Instruction to Bidders:

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

Duplicate the individual forms to submit your bid. If additional clarification, price sheet(s) and/or catalog(s) pertaining to the bid being submitted are needed, include them behind Tab 6. Clearly indicate and identify the items involved and what you wish to communicate within your response.

Description of Cost Factors	Cost Eval Points	Unit of Measure	All Regions	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Travel time round trip from home location to worksite within the region - percent of regular time	50	%/Regular Rate	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Per diem rate - meals and lodging per 24 hour period	20	Per Day	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Vehicle/Equipment rental - percent of overhead/markup added to cost	15	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Mileage rate for company owned vehicles	50	Per Mile	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Performance and payment bond - bonding rate (percent of project)	15	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%

Description of Cost Factors	Cost Eval Points	Unit of Measure	All Regions	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Bonding capacity - total amount of capacity available	10	Dollar Amount	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Alternative methods of costing - percent of overhead/markup to cost	50	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Discounts provided on price sheets and catalogs - average discount offered	100	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Discounts offered of alternative costing methods (cost plus profit and overhead) Rate of discount	60	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Offeror's Support for CES Pricing, Percent off the Offeror's Support for CES Pricing page	50	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Non-State Labor Rates										
Project design, engineering, development and/or consultant	35	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Project coordinator or foreman	20	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Installer low voltage (tradesman)	75	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Electrician (tradesman)	35	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Carpenter (tradesman)	15	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Description of Cost Factors	Cost Eval Points	Unit of Measure	All Regions	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Non-State Labor Rates, continued										
System engineer/administrator	40	Per Seat	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Labor (general)	30	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Product Description										
Main cross connect station to include floor mounted 7' x 19" rack, w/ladder tray and stabilizer, properly grounded and bonded, with (1) 24 "Max" modular port patch panel w/horizontal wire manager, (1) 72 port loaded rack mounted interface console w/St connectors	30	Total Cost	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Superstack II PS hub 40 TP 24 port w/accessories or equal	15	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Superstack II duel speed 500 TP 24 port w/accessories or equal	15	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Superstack III 3300 MM 24 10/100 ports w/accessories or equal	15	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Superstack III 3300 SM 24 10/100 ports w/accessories or equal	15	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Multimode ST connectors	5	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Description of Cost Factors	Cost Eval Points	Unit of Measure	All Regions	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Product Description, continued										
Singlemode ST connectors	5	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Multimode SC connectors	5	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Singlemode SC connectors	5	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
100 RJ45 category 5e 568B inserts	5	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1,000 ft. of category 5e plenum cable	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1,000 ft. of RG 6 coaxial cable	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1,000 ft. of RG 11 coaxial cable	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1,000 ft. of 6 strand MM fiber plenum cable	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1,000 ft. of 12 strand MM fiber plenum cable	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1,000 ft. of 6 strand SM fiber plenum cable	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1,000 ft. of 12 strand SM fiber plenum cable	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Description of Cost Factors	Cost Eval Points	Unit of Measure	All Regions	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Product Description, continued										
1,000 ft. of 6 strand MM fiber outdoor cable	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1,000 ft. of 12 strand MM fiber outdoor cable	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
50 pair outdoor cable	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
50 pair plenum cable	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
25 pair outdoor cable	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
25 pair plenum cable	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
24 each 3 ft. fiber optic patch cord MM	5	Total Cost	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
24 each 3 ft. cat. 5e patch cords	5	Total Cost	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
1" EMT conduit w/fittings	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3" EMT conduit w/fittings	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
4" PVC conduit w/fittings	10	Per Ft.	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Description of Cost Factors	Cost Eval Points	Unit of Measure	All Regions	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Product Description, continued										
Fiber splice 24 strand (labor and materials)	10	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Fiber optic terminations (labor and materials)	10	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
4 ft. x 8 ft. x 3/4" fire treated plywood backboard	5	Per Sheet	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
25 ft. utility pole	10	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
10 ft. mask	10	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Form D-2 INDEFINITE QUANTITY UNIT PRICE SCHEDULE

Bid Submission Form: Category 2 - Facility Security and Fire Alarm Systems

Instruction to Bidders:

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

Duplicate the individual forms to submit your bid. If additional clarification, price sheet(s) and/or catalog(s) pertaining to the bid being submitted are needed, include them behind Tab 6. Clearly indicate and identify the items involved and what you wish to communicate within your response.

Description of Cost Factors	Cost Eval Points	Unit of Measure	All Regions	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Travel time round trip from home location to worksite within the region - percent of regular time	50	%/Regular Rate	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Per diem rate - meals and lodging per 24 hour period	30	Per Day	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Vehicle/Equipment rental - percent of overhead/markup added to cost	15	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Mileage rate for company owned vehicles	50	Per Mile	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Description of Cost Factors	Cost Eval Points	Unit of Measure	All Regions	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Performance and payment bond - bonding rate (percent of project)	15	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Bonding capacity - total amount of capacity available	15	Dollar Amount	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Alternative methods of costing - percent of overhead/markup to cost	40	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Discounts offered of alternative costing methods (cost plus profit and overhead) Rate of discount	40	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Discounts provided on manufacturer's price sheets for security system hardware, software and accessories - average discount offered	125	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Discounts provided on manufacturer's price sheets for fire system hardware, software and accessories - average discount offered	125	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Offeror's Support for CES Pricing, Percent off the Offeror's Support for CES Pricing page	50	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%	_____%

Description of Cost Factors	Cost Eval Points	Unit of Measure	All Regions	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Non-State Labor Rates										
Project design, engineering, development and/or consultant	25	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Project coordinator or foreman	20	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Installer (tradesman)	100	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Electrician (tradesman)	30	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Plumber (tradesman)	15	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Carpenter (tradesman)	15	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Inspections, testing, troubleshooting	30	Per Seat	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Labor (general)	30	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Documentation and AutoCad technician	30	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Description of Cost Factors	Cost Eval Points	Unit of Measure	All Regions	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Item Description										
G1R-HOV15 horn/strobe with 27193-11 black box or equal	10	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
G1R-V15 strobe with 27193-11 black box or equal	10	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
439D-6AW0, 6" bell, 24 Vdc, with mounting hardware or equal	10	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SIGA-270 pull station with 27193-11 black box or equal	10	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SIGA-PS smoke detector with SIGA-SB4 base or equal	10	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SIGA-PS smoke detector with SIGA-DH duct detector housing or equal	10	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SIGA-IPHS intelligent 4D multisensor detector - Ionization, photoelectric, hear or equal	10	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
DSC LCD 4500 keypad or equal	10	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
DSC BRAVO 300 passive infrared motion detector or equal	10	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
GRI door contact	10	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4 conductor, 22 gauge, solid core, unshielded wire	10	Per Foot	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Description of Cost Factors	Cost Eval Points	Unit of Measure	All Regions	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Item Description, continued										
2 conductor, 22 gauge, solid core, unshielded wire	10	Per Foot	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
4 conductor, 14 gauge, solid core, unshielded wire	10	Per Foot	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2 conductor, 14 gauge, solid core, unshielded wire	10	Per Foot	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2 conductor, 16 gauge, solid core, unshielded wire	10	Per Foot	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Form D-3 INDEFINITE QUANTITY UNIT PRICE SCHEDULE

Bid Submission Form: Category 3 - Telecommunications Systems and Related Services

Instruction to Bidders:

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

Duplicate the individual forms to submit your bid. If additional clarification, price sheet(s) and/or catalog(s) pertaining to the bid being submitted are needed, include them behind Tab 6. Clearly indicate and indentify the items involved and what you wish to communicate within your response.

Description of Cost Factors	Cost Eval Points	Unit of Measure	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Travel time round trip from home location to worksite within the region - percent of regular time	50	%/Regular Rate	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Per diem rate - meals and lodging per 24 hour period	20	Per Day	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Vehicle/Equipment rental - percent of overhead/markup added to cost	10	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Mileage rate for company owned vehicles	50	Per Mile	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Performance and payment bond - bonding rate (percent of project)	15	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Bonding capacity - total amount of capacity available	15	Dollar Amount	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Description of Cost Factors	Cost Eval Points	Unit of Measure	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Alternative methods of costing - percent of overhead/markup to cost	35	Percent	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
Discounts offered of alternative costing methods (cost plus profit and overhead) Rate of discount	35	Percent	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
Offeror's Support for CES Pricing, percent off the Offeror's Support for CES Pricing page	50	Percent	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

Description of Cost Factors	Cost Eval Points	Unit of Measure	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Non-State Labor Rates									
Project design, engineering, development and consultant	15								
Project coordinator or foreman	5	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Installer/telephone technician	80	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Electrician (tradesman)	40	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Carpenter (tradesman)	10	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Inspection, troubleshooting and repair services	50	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Labor (general)	20	Per Seat	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Description of Cost Factors	Cost Eval Points	Unit of Measure	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Item Description									
Discounts provided on manufacturer's price sheets for telecommunications main control equipment - average discount offered	150	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Discounts provided on manufacturer's price sheets for telephone sets and accessories - average discount offered	125	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Discounts provided on respondent's standard commercial price sheets for cable and infrastructure supplies and materials not covered above - average discount offered	75	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Discounts provided on respondent's normal and customary annual maintenance agreements for telecommunication equipment, to include any/all labor, materials and travel - average discount offered	150	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%

Form D-4 INDEFINITE QUANTITY UNIT PRICE SCHEDULE

Bid Submission Form: Category 4 - Intercom Systems Relating to Sound, Video, Voice, Data Collection and Distribution and Clock Systems

Instruction to Bidders:

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

Duplicate the individual forms to submit your bid. If additional clarification, price sheet(s) and/or catalog(s) pertaining to the bid being submitted are needed, include them behind Tab 6. Clearly indicate and identify the items involved and what you wish to communicate within your response.

Description of Cost Factors	Cost Eval Points	Unit of Measure	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Travel time round trip from home location to worksite within the region - percent of regular time	60	%/Regular Rate	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Per diem rate - meals and lodging per 24 hour period	30	Per Day	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Vehicle/Equipment rental - percent of overhead/markup added to cost	5	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Mileage rate for company owned vehicles	50	Per Mile	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Performance and payment bond - bonding rate (percent of project)	15	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Bonding capacity - total amount of capacity available	15	Dollar Amount	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Description of Cost Factors	Cost Eval Points	Unit of Measure	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Alternative methods of costing - percent of overhead/markup to cost	35	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Discounts offered of alternative costing methods (cost plus profit and overhead) Rate of discount	35	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Offeror's Support for CES Pricing, percent off the Offeror's Support for CES Pricing Page	50	Percent	_____%	_____%	_____%	_____%	_____%	_____%	_____%
Non-State Labor Rates									
Project design, engineering, development and/or consultant	20	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Project coordinator or foreman	10	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Installer low voltage (tradesman)	50	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Electrician (tradesman)	15	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Video collection and distribution systems and software technician	35	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Intercom and sound system technician	35	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Telecommunication hardware and software technician	35	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Data collection and distribution system and software technician	35	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Carpenter (tradesman)	10	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
System documentation and AutoCad technician	25	Per Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

Description of Cost Factors	Cost Eval Points	Unit of Measure	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Non-State Labor Rates									
On site training and technical support services	15	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Labor (general)	10	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Item Description									
Discounts provided on manufacturer's price sheets and catalogs for video systems hardware, software and accessories - average discount offered	75	Percent	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
Discounts provided on manufacturer's price sheets and catalogs for intercom and sound system hardware, software and accessories - average discount offered	75	Percent	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
Discounts provided on manufacturer's price sheets and catalogs for telecommunication system hardware, software and accessories - average discount offered	75	Percent	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

Description of Cost Factors	Cost Eval Points	Unit of Measure	Region - 1	Region - 2	Region - 3	Region - 4	Region - 5	Region - 6	Region - 7
Item Description, continued									
Discounts provided on manufacturer's price sheets and catalogs for data collection and distribution system hardware, software and accessories - average discount offered	75	Percent	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
1,000 ft. of category 5e plenum cable	10	Per Foot	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1,000 ft. of RG 6 coaxial cable	10	Per Foot	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1,000 ft. of RG 11 coaxial cable	10	Per Foot	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1,000 ft. of 6 strand MM fiber plenum cable	10	Per Foot	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1,000 ft. of 12 strand MM fiber plenum cable	10	Per Foot	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1,000 ft. of 6 strand SM fiber plenum cable	10	Per Foot	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1,000 ft. of 12 strand SM fiber plenum cable	10	Per Foot	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1,000 ft. of 6 strand MM fiber outdoor cable	10	Per Foot	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1,000 ft. of 12 strand MM fiber outdoor cable	10	Per Foot	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Acceptance of Terms and Conditions

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

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

Printed Name and Title

Signature (should match cover signature)

I accept the Categorical Terms and Conditions for (circle those that apply)

1 2 3 4

except as listed below.

Signature (should match cover signature)

Form F **SUPPORT AND MAINTENANCE PLANS**

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

- Toll Free Number: _____
Contact Person: _____

- Collect Calls Accepted at this Number: _____
Contact Person: _____

- Service and Maintenance Number _____
Contact Person: _____

- Technical Help Phone Line: _____
Contact Person: _____

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

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

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

OFFEROR'S SUPPORT FOR CES PRICES

Cooperative Educational Services (CES) is a public educational service agency established as a JPA, and is supported by user's fees rather than by appropriated funds. The procurement activities of CES, therefore, are funded through a small administration fee paid by the public educational institution or local procurement unit using one or more of our contracts. There is no cost or fee paid by the vendor to CES.

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

A vendor receives many of the same benefits as a CES member. Rather than having to respond to dozens of individual RFB's, which is a big cost of doing business, a response to CES opens the door to over 145 public educational institutions. The business office of the vendor has the advantage of invoicing CES rather than each individual account. The vendor also has CES service in collection as some public entities are slow in processing payments. If problems develop, the vendor has the mediation service of CES to settle difficulties.

Purchase orders from our members are sent to CES. We then issue our purchase order to the vendor asking the vendor to ship directly to the institution but to send us the invoice. Next, we invoice the member and add a one percent (1%) administration fee to that invoice. This fee (\$10 minimum) is our income. The state does not give CES any funds to provide procurement services for public educational institutions.

Because we ask the institutions to pay one percent (1%) for our services, we also expect vendors, who are awarded contracts, to provide an incentive to the institutions to use a CES contract. If a vendor will sell a product to an institution for the same price as on our contract, the institution, in effect, is paying one percent (1%) more when it purchases through CES. On large purchases the convenience of not having to issue a bid may be overshadowed by the amount of the administration fee.

Therefore, we request that each vendor offer prices on CES contracts lower than the price they offer to individual institutions that either purchase directly or that might issue a local bid. We ask this, not for a "most favored nation" relationship, but as a commitment of partnership between CES and the vendor. We want public educational institutions to understand that when using a CES vendor, they are not only satisfying the procurement code but are truly reducing the costs of education.

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

- Prices will be **no different** from what we ordinarily offer to public educational institutions.
- Prices are (check) Three percent (3%) lower than our best price to individual members.
- Four percent (4%)
- Five percent (5%)
- Ten percent (10%)
- Other

Signature (must match signature on cover sheet)

Title

Company Name _____

Circle Answers Where Appropriate

1. For products on your price list, is shipping/handling included in the price? YES NO
 If PP & A, estimate S/H on purchases _____
2. Is your product marketed by anyone else in New Mexico? YES NO
3. Do you guarantee that prices in the RFB are the lowest you will offer to public educational institutions and other procurement units in New Mexico during the time of any contract between CES and your company? Do you also agree to immediately reduce any price to CES equal to or lower than a price quoted to any other New Mexico procurement unit? YES NO
4. If applicable, list any New Mexico contractor's licenses held by your company.

Name of Licensee	Classification	Number

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

6. Where should CES mail purchase orders?

Vendor Name: _____

Attention Line: _____

UPS Address: _____

Mailing Address _____

City: _____

State: _____ Zip: _____

Telephone (to verify prices): _____ Fax: _____

Email Address _____

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

* Not including manufacturer's GSA contracts

Form H **QUESTIONNAIRE FOR OFFEROR (Continued)**

7. Where do you want payments sent?

Vendor Name: _____

Attention: _____

UPS Address: _____

Mailing Address: _____

City: _____

State: _____ Zip: _____

Telephone _____ Fax: _____

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

8. Additional contacts for CES.

New Mexico Representative: _____

Telephone: _____ Fax: _____

Email Address: _____

Contact for RFB/Contract: _____

Telephone: _____ Fax: _____

Email Address: _____

9. Sales Support by Region

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

10. If your normal area of service is regional, will you honor and fill purchase orders in any part of the

State at the prices quoted in this RFB? YES NO

11. Will you offer CES a quick pay discount? If YES, what is the discount? _____ Days? _____

MANUFACTURER'S REPRESENTATIVE FORM

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

_____ Offeror is a bona fide dealer for the equipment in the bid.

_____ Offeror is authorized to submit a bid for the equipment.

_____ The manufacturer will either assume or assign to another dealer the obligations in this bid should the offeror fail to complete the contract.

Signature (must match cover signature)

Date

If the offeror is the manufacturer, please sign below.

Signature (must match cover signature)

Date

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

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

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

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

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

State and Local Government Purchasing, Third Edition, page 13

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

Ibid, page 76

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

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

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

CES is one of the agencies that insist on a "most favored customer" clause in its contracts. CES does not believe such a clause has "negative effects on competition throughout all public contracting. (by setting) a floor on prices and is favored by firms which enjoy commanding positions in the market place." First, many of CES' contracts are with very small companies without any "commanding position" in the New Mexico market. Secondly, CES knows that a contract with them will save vendors considerable money, since it frees them from individual bids from the 145 public educational institutions, and other political subdivisions that use CES contracts. CES firmly believes that the organization would cease to exist as a valuable service to New Mexico public educational institutions if they allowed their contracted vendors to "bid against themselves" when a member institution elects to issue its own RFB.

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

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

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

SUBMISSION CHECK-OFF FORM

In order for CES to clearly understand the bid being presented by the offeror, a complete response to this RFB must contain the following. It is suggested that the vendor prepare a response check-off for each required item as it is completed.

- _____ 1. The signed Offer, Acceptance of Offer and Contract Award cover sheet has been completed (page 115)
- _____ 2. Affidavit (page 116)
- _____ 3. Form A – Bidders Declaration Form (page 113)
- _____ 4. Certificate of Insurance (page 12, Item g)
- _____ 5. A point-by-point response for the 10 items under Vendor Qualifications (pages 10-13)
- _____ 6. A point-by-point response to each requested item to which the vendor is responding under the Scope of Work (page 39)
- _____ 7. A list of any additions, exemptions, or modifications of Terms and Conditions (page 39)
- _____ 8. Price list of the equipment / services offered.
- _____ 9. Bid Security Bond (page 33)
- _____ 10. All miscellaneous forms that apply
- _____ 11. Support and Maintenance Plans (page 138)
- _____ 12. Offeror's Support for CES Prices (page 139)
- _____ 13. Questionnaire for Offeror (page 140)
- _____ 14. Manufacturer's Representative Form (page 142)
- _____ 15. Copy of all licenses
- _____ 16. Appendix with catalogs, slicks, model information, etc.
- _____ 17. Signed Submission Check-Off Form (page 145)
- _____ 18. **All bids must be submitted in a sealed envelope marked “SEALED BID - RFB 2004-008” on the front of the envelope.**

Completed:

Signature