



**REQUEST FOR PROPOSAL
RFP 2009-001**

ADDENDUM NO. 2

To: Prospective Bidders

From: John N. Tortelli
Cooperative Educational Services

Date: August 5, 2008

CES has received the following questions regarding RFP 2009-001 by mail or e-mail. Please accept the following as responses to the questions submitted.

Submitted by: Christine Boulware
MPC/Gateway Companies, Inc.

Question 1:

Page 20, E. Listing of General Terms and Conditions, Credit Hold - "Before CES can pay a Contractor's invoice it must collect payment from the member or political subdivision that received the product - We respectfully request that this be changed to read: Payment terms are Net 45 days from date of invoice.

Background:

RFP 2009-001, Section I: Instructions To Offerors, E. Listing Of General Terms And Conditions, Page 20.

“Credit Hold: The contractor must agree not to place CES on “credit hold” without 10 days advanced notice in writing, either by letter or facsimile. Before CES can pay a contractor’s invoice, it must collect payment from the member or political subdivision that received the product. 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.”

RFP 2009-001, Section I: Instructions To Offerors, E. Listing Of General Terms And Conditions, Page 27.

Payment: CES will make every effort to collect payment from Members for the purchase of goods and services within 30 days after the receipt of goods or services and a correct invoice of amount due, unless 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 45 days shall not be considered.* CES must first receive payment from the schools 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' experience that schools 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 shall be deducted from the proposal price to determine low price.

CES Response:

CES has provided a vehicle to take exception to the General Terms and Conditions, it is Form E. Please note your exceptions on Form E and turn in with your proposal for CES and CES's Evaluation Committee to review.

Question 2:

Page 53, Categorical Terms and Conditions, #15 - "Offerors will agree and coordinate to link CES' website with its own website" - Are you requesting a link to the CES secure web site that MPC will create so it can be added to your Intranet?

Background:

RFP 2009-001, Section II: Scope of Work & Specifications, Category 2 Computer Hardware, Peripherals, Accessories and Software item 15, page 53.

"15. Offerors will agree and coordinate to link CES' website with its own website."

RFP 2009-001, Section II: Scope of Work & Specifications, Category 2 Computer Hardware, Peripherals, Accessories and Software, Required Categorical Responses, item 7, page 55 to 56.

- "7. Provide through documentation on how you will create and maintain a internet site for Members to:
- a. That provides up-to-date information on systems configurations, options and other related technical information and support reference materials.
 - b. To allow CES and its Members with access to its' website and allows them to log on for the following:
 - 1). Access CES pricing.
 - 2). Configure equipment and have a quote number assigned for future reference.
 - 3). Track and retrieve quotes.

- 4). Place orders and access online information regarding quotes, orders, invoices, shipping information.
- 5). Place and track orders online for warranty and replacement parts.
- 6). Place and track online service requests.”

CES Response:

The intent of CES is to have a method for its member to, but not limited to, research proposer product line, configure equipment, track orders, obtain quotes, and access CES and the proposer agreed to pricing through a secure website. The Proposer can address in its proposal different methods to comply with this requirement.

Question 3:

Page 65, Categorical Terms and Conditions, #8, (a) and Page 66, Required Categorical Responses, 1.A (5),- In regards to training facilities and physical locations where each of the training session will be provided - Is the vendor required to have training facilities in New Mexico to facilitate the training?

Background:

RFP 2009-001, Section II: Scope of Work & Specifications, Category 4 - Network Consulting, Technology Training and Support Services, Categorical Terms and Conditions, item B, 8), (a), page 65.

8). Training facilities and course materials

- (a).The offeror will provide a classroom environment that is clean, organized, comfortable and conducive to learning. The classroom will contain up-to-date properly functioning equipment that is set up and configured for the program(s) being taught.

RFP 2009-001, Section II: Scope of Work & Specifications, Category 4 - Network Consulting, Technology Training and Support Services, Required Categorical Responses, item 1, A, 5), page 66.

A. Services offered under this category provide the following, Place behind Tab 5:

- 1). Provide a list of and describe the services you offer, along with the level and availability of each.
- 2). Provide a list of the physical locations where each of the services is offered and where the staff member(s) providing those services will be housed or dispatched from. (Facility name, phone and fax numbers, address, – email address if available)
- 3). Provide resumes for the technical service providers and support staff that will be performing under this RFP. Please indicate the services that each individual will provide.
- 4). Provide a complete list of the course titles, the various levels offered and whether or not the student can earn educational credit or program certification if completed successfully, that is, community college credit, Microsoft certification.
- 5). Provide a list of the physical locations where each of the training sessions are offered or the location from where staff member(s) providing the on-site training sessions will be dispatched. (Facility name, phone and fax numbers, address)

- 6). Provide resumes for training instructors you have employed. Please indicate the content areas that each instructor will provide.

CES Response:

Training can be provided in many different forms and mediums. If the offeror is to provide training for CES Members, is must provide the appropriate environment to deliver the training to our Members. If a proposer currently does not have facilities in the State of New Mexico, they must outline in their proposal how they will secure and provide an appropriate location to meet the training needs of each Member requires.

Question 4:

Page 78, Categorical Terms and Conditions, 2. Reporting - A. - How Is the standard academic price defined? Does this mean retail price?

Background:

RFP 2009-001, Section II: Scope of Work & Specifications, Category 7 - Microsoft Academic Select Server, Application and Student Software Licensing and Related Products Volume Purchasing item 2-a, page 78.

2. Reporting

- A. Provide quarterly usage reports for all product sales. Information will include sales summaries listed by CES Member for each product producer (i.e. Microsoft, Adobe, Symantec, etc.) with CES price, standard academic price and savings generated due to agreement. Reports will be sorted by CES Member and school with subtotals for each. The report must be supplied as a paper copy and in an electronic tab-delimited file format. Online reporting capabilities may be allowed to replace the above reports. Reports shall be submitted within 15 days after the end of the quarter reporting period.

CES Response:

CES interruption of standard academic price is that many firms' offers substantially discounted pricing on all of their product line to educational institutions, students, teacher, libraries and governmental agencies to name a few. This pricing is usually not made available to the general public and may have additional requirements and limitations as set forth by the firm. CES interruption of retail price is a price for sale of goods or services directly to the consumer, usually in small quantities and "not for resale."

Question 5:

Page 59, Categorical Terms and Conditions, #4 - "Only new parts will be used unless they are no longer available and then rebuilt or recycled parts may be used with the member's permission" - Our replacement parts/products shall be new or serviceably used (tested to new) and equivalent or better In form, fit and function and are warranted for the remainder of the original warranty period or thirty (30) days from the date of shipment, whichever is longer. Is this acceptable to CES?

Background:

RFP 2009-001, Section II: Scope of Work & Specifications, Category 2 Computer Hardware, Peripherals, Accessories and Software, Categorical Terms and Conditions, item 4, page 59.

4. The vendor must make every attempt to use only hardware manufacturer replacement parts. If not available, then only parts that are available from a nationally recognized manufacturer or distributor will be used. The parts must meet or exceed the original hardware manufacturer's specifications. The vendor must do the necessary due diligence to ensure that if a part is under warranty, appropriate action is taken on behalf of the member. Only new parts will be used unless they are no longer available and then rebuilt or recycled parts may be used with the member's permission.

RFP 2009-001, Section II: Scope of Work & Specifications, Category 2 Computer Hardware, Peripherals, Accessories and Software, Categorical Terms and Conditions, item 3, page 59

3. The vendor must provide only those parts and services where it is authorized and/or certified by the manufacturer or distributor to service and provide repair parts. All parts offered must carry a warrantee for not less than 90 days. This will insure that the vendor has available and/or access to technical support services when needed.

CES Response:

As stipulated in item 3 above, CES requires a minimum of 90 day warrantee repair parts. If a proposer is to take exception to any Categorical Term and Condition, it must be noted on the appropriate section of Form E. CES and Evaluation Committee then will review any exception list.

Question 6:

Since questions may be submitted up to seven (7) days prior to the proposal due date, will CES consider an extension to the bid opening date.

CES Response:

CES has issued Addendum 1 on July 29, 2008 extending the due date to Friday, August 22, 2008 at 1:30 pm. A Copy of Addendum 1 can be downloaded at www.nmedu.org, request by e-mail at bids@nmedu.org or requested by fax at 505-344-9343.

Submitted by: Mark Robbins
Hewlett-Packard Company

Question 7:

Is CES a 103(a) entity as defined by the IRS? If so can CES provide enabling legislation regarding this?

CES Response:

Cooperative Educational Services (CES) is the administering agency of the Restated and Amended Joint Powers Agreement to Establish an Educational Cooperative (JPA). The parties to the JPA are public educational institutions in New Mexico, and the JPA is approved by the New Mexico Department of Finance and Administration (DFA). Each party to the JPA has one seat on the Board of Directors, and that Board sets the policy for CES.

The JPA provides for cooperative procurement in accordance with the New Mexico Procurement Code. It also allows local public bodies and state agencies to take advantage of cooperative procurement through the JPA. While membership in the JPA is limited to public educational institutions, the CES Board passed a resolution approving a policy that provides for non-member Participating Entities to use CES' programs. These non-member Participating Entities are cities, counties, other public agencies and state agencies.

The enabling legislation under which CES was created can be found in New Mexico Statutes Annotated 1978, Article 11-1-1 to 11-1-7.

Question 8:

Please provide a citation to the regulation that requires termination for convenience under New Mexico law.

Background:

NMSA1978, 13-1-170. Uniform contract clauses:

“A. A state agency, local public body or central purchasing office with the power to issue regulations may require by regulation that contracts include uniform clauses providing for termination of contracts, adjustments in prices, adjustments in time of performance or other contract provisions as appropriate, including but not limited to the following subjects:

- (1) the unilateral right of a state agency or a local public body to order in writing:
 - (a) changes in the work within the scope of the contract; and
 - (b) temporary stoppage of the work or the delay of performance;
- (2) variations occurring between estimated quantities of work in a contract and actual quantities;
- (3) liquidated damages;
- (4) permissible excuses for delay or nonperformance;
- (5) termination of the contract for default;
- (6) termination of the contract in whole or in part for the convenience of the state agency or a local public body;
- (7) assignment clauses providing for the assignment by the contractor to the state agency or a local public body of causes of action for violation of state or federal antitrust statutes;
- (8) identification of subcontractors by bidders in bids; and
- (9) uniform subcontract clauses in contracts.

B. A state agency, local public body or central purchasing office with the power to issue regulations shall require by regulation that contracts include a clause imposing late payment charges against the state

agency or local public body in the amount and under the conditions stated in [Section 13-1-158](#) NMSA 1978.”

CES Response:

Due to fact that CES was created under a Joints Power Agreement and is mandated to follow the requirements of the State of New Mexico Procurement Code, NMSA1978, 13-1-1 to 13-1-199, under 13-1-170 (6), CES has the right to terminate any contact in whole or in part for convenience.

Question 9:

Please provide a definition for "Stipulated Loss Value" - this term is used in the Lease Purchase Agreement in capitalized form, but no definition appears in the document.

Background:

Taken from Lease Exhibit, item 14.

14. RISK OF LOSS. Commencing upon acceptance and continuing throughout the Initial Term, Lessee shall bear the entire risk of loss with respect to any Equipment damage, destruction, loss, or theft whether partial or complete. No event of loss shall relieve Lessee of its obligation to pay Rent under any Schedule. If any item of Equipment is damaged, Lessee shall promptly notify Lessor and, at Lessee’s expense, within sixty (60) days of such damage, cause to be made such repairs as are necessary to return such item to its previous condition. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. If Lessee pays the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor’s receipt in full of such payment the applicable Lease shall terminate as to the Equipment suffering the Casualty Loss. After receipt of such Stipulated Loss Value by Lessor or its assigns, the Equipment for which Stipulated Loss Value was received shall be conveyed to Lessee AS IS, WHERE IS and free and clear of all liens and encumbrances created by or arising through Lessor, but otherwise, WITHOUT FURTHER WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE.

CES Response:

CES interpret Stipulated Loss Value is a schedule and related aggregate value of the lessee’s monetary liability at various periods during the lease term and is the contracted amount the lessee is obligated to pay in the event the leased equipment is lost or irreparably damaged during the lease term. The proposer will need to provide a schedule of Stipulated Loss Value by rent payment for any lease purchase agreement entered into by CES and its Members and the Proposer.

Question 10:

Is it the intent of CES that agencies leasing equipment will not provide liability insurance, as opposed to property damage insurance? If so, please provide an explanation as to why - this would be a normal lessee responsibility under true leasing principles.

Background:

RFP 2009-001, Section I: Instructions To Offerors, E. Listing Of General Terms And Conditions, Page 22 to 23.

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, activities under this contract, where those activities are performed by it, or by any subcontractor or 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 offeror must furnish Certificate of Insurance to the CES procurement office 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 office. Offerors will submit proof of coverage under the Workman's Compensation Insurance as required by the Labor Laws and New Mexico Statutes. Offerors 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 \$1,000,000 combined single limit for bodily injury and property damage or \$500,000 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

RFP 2009-001, Section I: Instructions To Offerors, E. Listing Of General Terms And Conditions, Page 17.

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, contractor must be willing to provide, upon request, certification of insurance to any CES member using this contact. If the contractor will use vehicles and workers at the member's location, evidence of workmen's compensation and auto liability insurance must be provided.

CES Response:

All governmental agencies are covered under the New Mexico Public Liability Fund for ultimate net loss that the covered parties become legally obligated to pay as damages because of the liabilities and waiver of immunity under Sections 41-4-4 through 41-4-12 of the Torts Claims Act caused by an occurrence, except as otherwise excluded under Section IV, below. Since CES or its Members are not providing liability insurance, the exemption under Section IV item J does not apply

Section IV, item J

J. Property of a Covered Party

Property damage to:

1. property owned by the covered party,
2. property rented to or leased to the covered party where it has assumed liability for damage to or destruction of such property,

3. aircraft, watercraft, or any automobile in the covered party's care, custody, or control.

Question 11:

RFP Section I, "E. Proposal Submission", "3. Contents of Proposal", "Step Two", "Tab 6 Cost Quotation" (pg 10) states: "CES has provided a mandatory price sheet submittal form (Excel spreadsheet) for each of the categories (1 to 8)." The Excel spreadsheet was not available for download from the CES website. Please provide this document.

CES Response:

The required Excel price sheets are available for download at www.nmedu.org or can be requested by e-mail at bids@nmedu.org or fax at 505-344-9343. CES website is site best viewed with Netscape or Internet Explorer.

Question 12:

RFP Section I, "E. LISTING OF GENERAL TERMS AND CONDITIONS", "Non-Responsive Offer" reads: "Any offer that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation is considered non-responsive." Please specify which terms, conditions and/or specified requirements are mandatory or essential.

Background:

RFP 2009-001, Section I: Instructions to Offerors, E. Listing Of General Terms And Conditions, Page 25.

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

State Procurement Code as sited in NMSA 1978, 13-1-83. Definition: responsible offeror.

"Responsible offeror" means an offeror who submits a responsive proposal 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 satisfactory delivery of the services or items of tangible personal property described in the proposal.

RFP 2009-001, Section I: Instructions to Offerors, E. Proposal Submission, pages 8 – 11

E. PROPOSAL SUBMISSION

1. Preparation of the Proposal

- a. Proposals will be submitted on either unaltered proposal 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 same. If a company or corporation submits the proposal, an official or duly authorized agent will sign the proposal. Powers of Attorney, which authorize agents or others to sign proposals, must be properly certified by resolution of the board of directors, attested to by the secretary of the corporation, and attached to the proposal. Mistakes can be corrected prior to opening, but must be initialed by the person signing the proposal. Corrections and 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 RFP 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 proposal preparation instructions set forth in this solicitation is 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 contractor requires the delivery of information and data. The quality of organization and writing reflected in the proposal is 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 proposal will be evaluated as a sample of data submission. Subjective judgment on the part of CES evaluators is implicit in this process.

2. Format of the Proposal

- a. One (1) original of the proposal will be submitted on the forms and in the format contained in the RFP and must have original signatures. The proposal will contain all descriptive literature, specifications, samples, etc. The proposal will be submitted in a three-ring binder.
- b. The forms as contained in and format as requested in the RFP will be used. Offerors can reproduce the forms and retype the information, but all of the required information must be presented in the order requested. All proposals must be completed in ink, on a computer or typewritten. Forms can be filled in by hand, but must be printed.
- c. In preparing a proposal, a contractor must present a point-by-point response to each relevant term, special consideration, or specification. A response that says "See Appendix," "Acknowledge," or "Understood" is not acceptable and may be sufficient to render the proposal 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 RFP, a summary of those items must be included in the response to be considered valid. Exceptions can be accepted, negotiated or rejected by CES.
- d. In addition to a-c of this Section, the Offeror is to provide an electronic copy of the proposal on a CD-R or CD-RW in either or combination of the following file formats: Adobe PDF (pdf), Rich Text Format (rft), Microsoft Word (doc) or Microsoft Excel (exe).

3. Contents of the Proposal

In order to ensure that every proposal receives a fair evaluation, it is required that each Offeror organize their proposal in the following manner and provide an electronic copy in the format as listed below:

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
 - Signed Offer and Acceptance, (Form B) (page 86)
 - The RFP Affidavit, (Form C) notarized signature required (page 87)
 - Offerors Declaration, (Form A) (page 84)
- 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, Section I-E (copy of each page in order) (pages 14-31)
 - Acceptance of Terms and Conditions, (Form E, first line must be signed page 90)
- Tab 4: Contractor Qualifications
 - Answers to Questions from Section I-D-4 questions a-j (pages 11-12)
- Tab 5: Category
 - Categorical Terms and Conditions page(s) only for the Category(s) the offeror will be submitting a proposal for (copy of each page in order).
 - Acceptance of Categorical Terms and Conditions (Form E, second line to be signed, page 90). If submitting more than one Category, a separate Form E for each Category or circle the Category that applies.
 - Required Categorical Responses for your category (written response to every part). A separate response for each Category that is submitted.
- Tab 6: Cost Quotation
 - Pricing – CES has provided a mandatory price sheet submittal form (Excel spreadsheet) for each of the categories (1 to 8).
 - Additional price information can be submitted using a separate Form D (pages 88-89) for each category offered.
- Tab 7: Required Forms
 - Offeror’s Support for CES Prices, Form G (page 92)
 - Questionnaire for Offeror, Form H (pages 93-94)

- Support and Maintenance Plans, Form F (page 91)
 - Manufacturer’s Representative Form, Form I (page 95)
 - W-9 Form
- Tab 8: Additional Information
- Additional information that you wish to include
 - Additional support pages requested in each specific category
- Tab 9: Submission Check-off Form
- Make certain everything is included, and then sign Form L (page 51)
- Tab 10: Literature, slicks, samples and supporting printed material

Step Three: Go to the last page of this RFP and prepare the Submission Check-off Form. Sign it and place it after Tab 9. Send your proposal to CES so that it arrives on or before Friday, August 8, 2008, at 1:30 p.m. MST.

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

CES Response:

CES has outlined the submission requirements in Section I: Instructions to Offerors, E. Proposal Submission, pages 8 – 11 (see above). Failure of the Proposer to comply with these conditions and after review by CES or its Evaluation Committee may deem the submitted proposal a ‘**Non-Responsive Offer**’.

Submitted by: John Kleinsteuber
The Kentah Group

Question 13:

Regarding Category 4, Network, Technology and Software Consulting, Training, and Support Services

Are there incumbent vendors providing Category 4 services? If so, how many?

CES Response:

Attached is a list of provider of software and dollar amount to CES and its Members for fiscal year 2007/2008.

Vendor	Vendor Dollar volume for fiscal year 2007/2008
Compas Learning	\$325,799
Creative Learning Systems, Inc	\$88,288
Dell	\$59,367
Follett Software	\$331,370

Gateway	\$166,237
Harris Technology	\$147,016
Horizon Software International, LLC	\$99,586
J & J Technical Services	\$7,292
Lab Technologies	\$23,837
Learning Services	\$18,698
Lightspeed	\$124,578
Microsoft C/O Software Plus	\$10,200
Microsoft Dynamics	\$38,000
Pearson School Systems	\$22,124
Pearson School Systems - Power School	\$100,565
School Dude	\$399,050
School-Link Technologies	\$0
Software Plus	\$10,200
Software Technology Inc	\$29,393
The Master Teacher	\$47,542
Trapeze Software Group	\$0
Tricon	\$18,423
Windsor Management Group	\$560,374
Total	\$2,627,938

Question 14:

Regarding Category 4, Network, Technology and Software Consulting, Training, and Support Services

What is the current contract dollars being spent on Category 4, approximately?

CES Response:

The table in the answer to Question 14 will have the total software spend for CES in fiscal year 2007/2008.

Question 15:

Regarding Category 4, Network, Technology and Software Consulting, Training, and Support Services

What is the current volume of calls to the help desks?

What is the current volume of on-site tickets per region?

CES Response:

This is a new service requested and CES does not have this information for how its Members currently track these items.

Question 16:

Who is responsible for parts in the event of on-site hardware break/fix tickets?

Background:

Category 4, Categorical Terms and Conditions, Item 6. Network Equipment and Installation, on page 64.

6. Network Equipment and Installation
 - A. All hardware and software will be purchased by Members under separate contracts.
 - B. The offeror can provide and assist the CES Member in obtaining and installing replacement components and parts.
 - C. The offeror can provide and assist the CES Member in the testing of all hardware and software to ensure it meets or exceeds manufactures' performance specifications and is functioning properly.

CES Response:

The CES Member will be responsible for purchase of any part or software. The proposer can assist in the selection of the part and or vendor at Member's direction or request.

Question 17:

In the event that a member selects on-site services from one supplier and off-site services from another supplier, which supplier is responsible for the ticket tracking system and interfaces?

CES Response:

The proposer who is providing the help desk services will be responsible for ticket tracking.

Question 18:

Can the vendor assume there is a single multi-agency network available for all CES members?

CES Response:

No.

Question 19:

Does CES provide network access for password re-sets?

Background:

Category 4, Categorical Terms and Conditions, Item 7. Security on page 64.

7. Security

- A. Offeror will assist Member in development and implementation of network, PC and laptop computer security plans.
- B. Security plan shall consist but is not limited to the following;
 - 1). Firewall development to keep unauthorized users from accessing Members' networks, servers and computers.
 - 2). How to secure Members website from unauthorized changed (i.e. hackers).
 - 3). Assist Members in developing procedures for storage and changing of network and system passwords.
- C. Offeror is to provide samples of security plans that they have developed and or implemented. Place information behind Tab 5.

CES Response:

The CES Member will need to provide access to the individual Member's networks for password re-sets.

Question 20:

Are there any service levels currently in place for either off-site or on-site support? If so, what are they?

Background:

Category 4, Categorical Terms and Conditions, Item 4. Technical support and help desk on page 63.

- 4. The offeror must demonstrate that it possesses the capability and capacity to provide the following network infrastructure, administrative and management services.
 - A. Technical support and help desk
 - 1). Off-site – Provide the necessary facilities and staff to receive phone calls, e-mail, faxes, instant messages or web chat from CES Members relating to system design; operational concerns and issues; software issues; trouble shooting and correcting existing problems. The support may include but is not limited to providing research information and suggested web sites to find and/or download reference material, software or program files/fixes; consulting and talking the user through a resolution or process; problems relating to e-mail, resetting of passwords, security, printers, troubleshooting, etc.
 - 2). On-site technical support – In the event that remote support and troubleshooting is not practical or effective, the offeror must have an experienced technician to provide services to assess, evaluate and assist the member in resolving the problem, concern or issue in a timely manner. Services offered may include, but are not limited to assessing and determining software, hardware and network problems; setting up and configuring software, desktop and laptops, printers, servers and network services; troubleshooting and resolving user problems relating to e-mail and access, etc.
 - 3). Technical support and help desk services need to be available between the hours 8:00 a.m. to 5:00 p.m. MST (minimally) with provisions for after hours and weekend support if required. Explain how you will provide these services and place this information behind Tab 5.
 - 4). Explain how you will provide technical support and help desk services, to include work order system if applicable; outline actions required from receipt of request for support until issues is resolved; and any escalation and notification procedures. Place information behind Tab 5.

CES Response:

Currently support is requested for 8-5 p.m. Monday through Friday with provisions for after hours and weekend if required by CES Member.

Question 21:

When submitting proposals, can vendors bid on specific categories?

Background:

Form A, BIDDERS DECLARATION FORM see pages 88 and 89.

Form D, INDEFINITE QUANTITY UNIT PRICE SCHEDULE for individual Categories.

CES Response:

CES has provided the Proposer the following options to submit a proposal:

1. By specific Category.
2. By specific Category and specific region with in a Category.

Submitted by: Kevin M. Smith
IKON Office Solutions

Question 22:

In Section E, Cancellation, page 16, CES reserves the right to cancel the contract in whole or part if the contractor accepts purchase orders directly from a CES member and then invoices them directly. However, in the definition of Lease and Rentals, page 23, the RFP provides that CES will not collect lease payments. Please advise as to whether lease purchase orders, if applicable, and invoicing and collecting directly with CES members by contractor will be permissible under this RFP without giving rise to the cancellation right.

Background:

RFP 2009-001, Section I: Instructions To Offerors, E. Listing Of General Terms And Conditions, Page 16.

Cancellation: CES can, by written notice stating the extent and effective date, cancel the contract issued as a result of this RFP for convenience in whole or in part, at any time. CES shall 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 shall 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 10 days to provide a satisfactory response in writing to CES. Failure on the part of the contractor to satisfactorily respond can result in CES canceling the contract.

RFP 2009-001, Section I: Instructions To Offerors, E. Listing Of General Terms And Conditions, Page 23.

Lease and Rentals: Offeror can allow CES Members to enter into rent, lease or lease/purchase agreements, providing such agreements are in compliance with New Mexico statutes and Public Education Department policies, rules and regulations. CES must receive a copy of the executed leasing documents prior to processing 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 proposal 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 are the responsibility of the CES member and what that cost will be. No sale of a contract to a third party will be made without informing CES and the CES member 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 contractor.

CES Response:

The Proposer will be able to invoice and collect payments from Member without triggering the cancellation clause. Any lease will need to conform to New Mexico law governing the requirements for governmental leases. The proposer will be required to remit the 1% CES fee based upon the total cost of the lease at the inception of the lease.

Question 23:

With the MFP/copier devices there are ongoing service and supply costs. Whether billed monthly, quarterly, annually, etc. are these payments still managed through CES each billing cycle? Or, does the initial purchase or lease PO go through CES and any ongoing costs billed directly to the public entity

itself? Basically, we need to understand where payments are received from and if all payments or just initial payments are subject the 1% CES fee.

Background:

Lease and Rentals: Offeror can allow CES Members to enter into rent, lease or lease/purchase agreements, providing such agreements are in compliance with New Mexico statutes and Public Education Department policies, rules and regulations. CES must receive a copy of the executed leasing documents prior to processing 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 proposal 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 are the responsibility of the CES member and what that cost will be. No sale of a contract to a third party will be made without informing CES and the CES member 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 contractor.

CES Response:

In the case of supplies or services, the 1% fee will be collected when services are rendered this can be either by order, summarized monthly or quarterly. This can either be a CES or Member purchases order based upon what is negotiated with the successful Proposer.

In the case of the initial lease, the proposer will remit the 1% CES fee based upon the total cost of the lease. CES will need a copy of the rental or lease agreement between member and Proposer. The Proposer will remit the 1% fee to CES after the equipment has been delivered and accepted by the Member.

Submitted by: Nick Klucharik
CDW

Question 24:

Is the question deadline been extended since the RFP has been extended until August 22nd. Is the new deadline seven days before the due date as it was before?

CES Response:

Since Addendum 1 has extended the closing date and time to August 22, 2008 at 1:30 p.m.; the new deadline for submission of questions has been extended to August 15, 2008.

If you have any questions regarding this Addendum, please contact my office.

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

Date: _____ Company Name (Print): _____

Printed Name: _____ Signature: _____