

COOPERATIVE EDUCATIONAL SERVICES
4216 Balloon Park Road NE • Albuquerque, New Mexico 87109-5801
PHONE (505) 344-5470 • FAX (505) 344-9343

REQUEST FOR PROPOSALS
(RFP)

RFP Date **Monday, July 21, 2008**

RFP Number: RFP 2009-004

Issue Date: Monday, July 21, 2008

Commodity Titles:

Category 1: Provider(s) of Products, Vending Machines and/or Services Required to Offer a Supplemental Nutritional Snack, Food and Drink Program Within the Public School Environment

Category 2: Provider(s) of Products, Equipment and/or Services Required to Offer a Variety of Snack, Food and Drink Items Found Within Public Institutions, Agencies and Extra-Curricular Activities, Fundraisers and Concession Programs

RFP Due Date **Friday, August 22, 2008**

Day / Date: Friday, August 22, 2008

Time: 1:30 p.m. local time

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

Directions: In Albuquerque, take I-25 North. Take Exit 229, Jefferson and proceed 4/10th of a mile west. Turn left on Balloon Park Road NE. The CES offices will be the third building on the left. The office manager will receive proposals.

Non-Required Pre-Proposal Conference Date **Thursday, August 7, 2008**

Day / Date: Thursday, August 7, 2008

Time: 10:00 a.m. local time

Location/Mail Address: Cooperative Educational Services
4216 Balloon Park Road
Albuquerque, New Mexico

Participate by Phone: To register to participate by phone please contact CES's procurement office by phone (505) 344-5470 or by email jacq@nmedu.org.

RFP Contents Overview

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

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

Section I outlines the RFP; 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 proposals will be evaluated and how the awards will be made.

Section IV incorporates the forms used in the proposal response.

Legal Advertisement

ADVERTISEMENT FOR PROPOSAL

Cooperative Educational Services (CES), 4216 Balloon Park Road NE, Albuquerque, NM 87109, will receive sealed proposals until 1:30 p.m. local time, Friday August 22, 2008, for:

Category 1: Provider(s) of Products, Vending Machines and/or Services Required to Offer a Supplemental Nutritional Snack, Food, and Drink Program within the Public School Environment

Category 2: Provider(s) of Products, Equipment and/or Services Required to Offer a Variety of Snack, Food and Drink Items Found Within Public Institutions, Agencies and Extra-Curricular Activities, Fundraisers and Concession Programs.

There will be a Non-Required Pre-Proposal Conference held on Thursday, August 7, 2008 at 10:00 am local time in the Cooperative Educational Services offices, 4216 Balloon Park Road NE, Albuquerque, NM. To participate in the conference by phone, contact CES's procurement office by phone at (505) 344-5470.

All proposals must be submitted in a sealed envelope marked "SEALED PROPOSALS - RFP 2009-004" 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 proposals.

/s/Max Luft,
Executive Director

PUBLISH: Sunday, July 20, 2008
Sunday, July 27, 2008

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

COOPERATIVE EDUCATIONAL SERVICES
4216 Balloon Park Road N.E. • Albuquerque, New Mexico 87109-5801
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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), invites experienced vendors to submit proposals in accordance with the outlines and specifications contained herein. Proposals are requested from qualified respondents to provide products and services for one or more CES members. Selection for award will go to the responsive Offeror whose proposal 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 shall carefully examine the REQUEST FOR PROPOSALS, which includes Instructions to Offerors, Scope of Work and Specifications, Conditions Leading to and Including Contract Award and Proposal Forms.

C. NON-REQUIRED PRE-PROPOSAL CONFERENCE

Due to the nature and complexity of this Request for Proposal and in an attempt to allow prospective bidders to have an opportunity to review, discuss and make suggestions, Cooperative Educational Services' (CES's) procurement office has scheduled a non-required pre-proposal conference on Thursday, August 7, 2008 at 10:00 am in the CES offices at 4216 Balloon Park Road NE, Albuquerque, NM. Prospective bidders are encouraged to attend to develop a clear understanding of the solicitation and to address any questions, concerns and/or issues they may have. To participate by phone, please contact CES's Procurement Office at (505) 344-5470.

D. QUESTIONS

Submit all questions about the REQUEST FOR PROPOSALS (RFP) in writing to Cooperative Educational Services, Max Luft, and Executive Director. Replies will be made via the web site (www.nmedu.org) as addenda and will become part of the proposal documents. Those not having access to the internet can call CES either to determine if addenda have been issued or to request of CES by phone or fax that copies of the addenda be mailed. Questions received less than seven (7) days prior to proposal due date will not be answered.

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. Proposals will be submitted in both paper format and an electronic copy (duplicate) of the proposal on CD-Rom in PDF file format.
- c. A copy of the RFP can be downloaded in either Microsoft Word or Adobe PDF file format at www.nmedu.org for use in developing your proposal. The CES copy of the RFP is the official copy and changes made to the RFP without the consent of CES will not be valid and may be cause for disqualification.
- d. 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 proposal, an official or duly authorized agent must sign the

- proposal. Powers of Attorney, which authorize agents or others to sign the proposal, 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/or modifications received after the opening time will not be accepted.
- e. In case of an error in extension of prices in the offer, unit prices will govern.
 - f. Periods of time stated as a number of days will be in calendar days, not business days.
 - g. 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.
 - h. The Offeror's ability to follow the proposal 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 an Offeror requires the delivery of information and data. The quality of organization and writing reflected in the proposal 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 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 paper copy and (1) electronic copy of the proposal must be submitted on the forms and in the format contained in the RFP. The proposal must contain all descriptive literature, specifications, samples, etc., and be submitted in a three-ring binder.
- b. Use the format and forms as requested in the RFP. Offeror 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 may be filled in by hand, but should be printed.
- c. In preparing a proposal, an Offeror should present a point-by-point detailed response to each relevant term, special consideration or specification when required. 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 (exact duplicate) of their proposal/response on a CD-R or CD-RW in either or combination of the following file formats: Adobe PDF (pdf), Rich Text Format (rft), and Microsoft Word (doc) or Microsoft Excel (xls).

3. Contents of the Proposal

In order to insure that every proposal receives a fair evaluation, it is required that each Offeror organizes its proposal in the following manner:

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

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

- Tab 1: The Offer
 - Offeror's Declaration Form (page 72)
 - Signed Offer (page 73)
 - The RFP Affidavit page, notarized signature required (page 74)
 - Addendums if issued
- Tab 2: Introduction
 - Executive Summary (a one-page description or overview of what you are proposing to offer and provide under this Request for Proposal)
- Tab 3: General Terms and Conditions
 - Terms and Conditions (copy of each page in order)
 - Acceptance of General Terms and Conditions, first line must be signed (page 77)
 - Documentation relating to any exceptions and/or deviations
- Tab 4: Vendor Qualifications
 - Answers to Questions a-k (pages 9-13)
- Tab 5: Category
 - Acceptance of Categorical Terms and Conditions (second line of page 77)
 - Include a copy of the Categorical Terms and Conditions page
 - Required Categorical Response (written response to every part)
- Tab 6: Cost Quotation
 - Prices for category
 - Additional price information, price sheets from RFP
- Tab 7: Required Forms
 - Offeror's Support for CES Prices (page 78)
- Tab 8: Additional Information
 - Additional information that you wish to include
 - Additional support documentation as requested in this RFP
- Tab 9: Submission Check-Off Form
 - Make certain everything is included, and then sign Form (page 84)
- 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 22, 2008 at 1:30 p.m. local time.

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

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

4. Vendor Qualifications

All proposals must contain answers, responses and related documentation to address items a through k listed below. Any Offeror(s) failing to answer these questions completely and/or provide the documentation requested 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 proposal being read is within the capability and capacity of the Offeror, factual information about the Offeror is vital. After the evaluation process is finished and a contract is awarded, the information may be provided to the CES Members considering the purchase. This is your opportunity to present your company to those interested evaluator(s) or, if awarded, Member staff.

Provide documentation and information as requested relating to the history of your company that includes its’ philosophy of doing business, its’ background, expertise, experience, past performance and ability to provide the products and services proposed herein. 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, provide written documentation and 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.

- a. Write a brief narrative providing a general overview of your company’s history indicating how and for what purpose it was originally created and how it has arrived where it is today.
- b. Organization
 - 1). How many years has your organization been in business as a provider of the products and services you’re proposing to offer under this solicitation?
 - 2). How many years has your organization been in business under its’ present business name?
 - 3). Under what other or former names has your organization operated?
 - 4). If your organization is a corporation, answer the following:
 - a) Date of incorporation
 - b) State of incorporation
 - c) President’s name
 - d) Vice-President’s name(s)
 - e) Secretary’s name
 - f) Treasurer’s name
 - 5). If your organization is a partnership, answer the following:
 - a) Date of organization
 - b) Type of partnership (if applicable)
 - c) Name(s) of general partner(s)
 - 6). If your organization is individually owned, answer the following:
 - a) Date of organization
 - b) Name of owner

- 7). If the form of your organization is other than those listed above, describe it and the name of the principals.
 - 8). Where is the headquarters of the company physically located? Provide address, city, state and zip code. Provide same information on any branch offices in New Mexico. How long has your company resided at these locations? For what period of time and in what parts of New Mexico has your organization provided the services/products requested in this solicitation?
 - 9). Provide a listing and the qualifications of the key individuals who will be marketing, consulting, estimating, coordinating, supervising and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation. Provide the name, title, qualifications and experience in the area(s) of service they will be providing.
 - 10). Has the Proposer's firm and/or their employees or representatives been cited or threatened with a citation within the last five (5) years by federal or state regulators for violation of state or federal laws and/or regulations? If the answer is yes, explain fully.
 - 11). Describe your organization's current in-house work force, equipment and facilities available to perform under this solicitation.
 - 12). Has your organization or any of the qualifying parties named above ever conducted business, past or present, as a provider under a different business name? If yes, what name(s)?
- c. Subcontractors
- 1). Describe the organizational structure and chain of command of the subcontractors that will be performing under this RFP, including any relationships with the Proposer company.
 - 2). Provide the name, title, qualifications and experience of the key people for each of the subcontractors who will manage and/or supervise the individuals and the work to be performed under this RFP.
 - 3). Have any of the subcontractors and/or their representatives been cited or threatened with a citation within the last five (5) years by federal or state regulators for violation of state or federal laws and/or regulations? If the answer is yes, explain fully.
- d. CES reserves the right to accept or reject newly formed companies/relationships solely based on information provided in this response and from its own investigation of the company(s). Since any contract awarded by CES is a recommendation to Members to do business with the Vendor, it is critical that CES be satisfied with the Proposer's demonstrated ability and capacity to perform under this RFP.
- e. In order to demonstrate past performance and experience in dealing with New Mexico educational institutions and other public agencies, provide documentation to demonstrate the following:
- 1). Indicate the number of educational institutions and public agencies in New Mexico that are currently being served.
 - 2). Provide a complete list of similar projects with similar scope of work that your company had or has in progress, as of April 1, 2008, giving the name of the project, the entity, and the type of products and services being provided. Name the largest and smallest public institution/entity and the average monthly revenue/volume of business done.
 - 3). Comment on characteristics of your organization(s) that are considered unique in the industry in providing the products, equipment and services requested herein.

- 4). In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses experience, resources, product and equipment offerings, personnel or other service reputation that should be considered with your ability to provide timely service and quality of products, equipment and services for CES and it's Members/Participating Entities? If yes, fully describe these attributes and resources and how they are utilized to benefit the end user and the programs they may offer.
 - 5). Provide five (5) references from educational institutions or public agencies in the State of New Mexico in which your company has provided the types of products, equipment and services requested. Since CES participants range from educational institutions to governmental agencies, at least two (2) need to be from an educational institution. Provide the institution name, address, phone number and contact's name and position.
 - 6). Does your company incorporate formal quality assurance programs to control processes and procedures in developing, implementing and managing the types of programs/projects being solicited herein? If yes, describe the processes with their expected results and the benefits received by the entities and their customers utilizing the program(s) proposed.
- f. Insurance, Claims, Suits and Disputes
- 1). Provide with your response the necessary documentation and proof of insurance listing the minimum and maximum coverage for general, public and product liability, business and auto insurance, workers compensation, the amount of vehicle liability, and property damage protection currently in force. Upon award of a contract, and prior to the signing of a contract, the Offeror must provide a certificate of insurance that names CES as a certificate holder. Normally, this is a free service provided by an insurance company.
 - 2). Within the last five (5) years, has your firm or associated firm(s) been a party in civil litigation or administrative proceedings which have alleged a violation of any of the following: law or regulation; law banning workplace discrimination; law governing labor or employment standards; conduct of occupations; law governing professions or regulated industries; or any other law which would reflect, if convicted, a lack of business integrity or honesty? If yes, give complete details.
 - 3). Within the last five (5) years, has your company had a tax lien filed against it by any taxing authority? If yes, provide the following: when, by what tax authority and has the lien been released? If no, describe action your company has taken with respect to the lien.
 - 4). Within the last five (5) years, has your company been debarred from bidding on or performing work for any public agency (federal, state or local public body) as a contractor or subcontractor? If yes, provide complete details, including actions your company has taken to prevent such debarment in the future.
- g. Financial Resources and Banking Information
- 1). A major problem often facing companies awarded a CES contract is rapid growth, followed by cash flow difficulties. For purposes of determining a respondent's capacity and ability to perform financially, the Offeror is asked to provide a financial statement, preferably audited, including your company's latest balance sheet and income statement showing the following items:
 - a) Current assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).

- b) Net fixed assets.
- c) Other assets.
- d) Current liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
- e) Other liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
- f) Name and address of firm preparing attached financial statement, and date thereof.
- g) Is the attached financial statement for the identical company named on page one? If not, explain the relationship and financial responsibility of the company whose financial statement is provided (e.g. parent-subsidiary).
- h) Provide written evidence or other documentation relating to your banking and/or lending institution. Include the following:
 - (1) Names, addresses, phone numbers and contact names.
 - (2) Letters from listed financial/lending institution that indicates the amount of time your company has had a relationship with them.
 - (3) Your 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".
- h. Describe your company's policies and procedures in regards to complying with the New Mexico Public Education Department (NMPED) mandate regarding security and background checks for individuals working and/or providing services within public school buildings. Please describe or provide a sample of the type of background check that you are willing and able to perform on your providers in order to comply with this requirement.
- i. CES is the administrative agency of the Joint Powers Agreement to Establish an Educational Cooperative. Its members are public educational institutions in New Mexico. CES' sole purpose is to support these institutions in their day-to-day procurement. Describe in writing any conditions where you would not use the CES contract with a CES Member. CES 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/provide products/services to New Mexico agencies. Do you currently have and/or plan to have such national, state and/or cooperative contracts, for example, with the New Mexico State Procurement Division? If so, why do you wish to secure a CES contract? How would the CES contract be more advantageous in pricing or other services over other cooperative contracts or individual responses to public educational institutions contracts?
- j. It has been CES' experience that a gap exists between the management (those who respond to RFPs) and sales staff (those who contact the individual CES Members and their employees) that can result in problems. What training does your sales staff have, that gives you confidence in their ability to serve the needs identified herein?
- k. This is a Request for Proposal and, therefore, CES is not required to base an award strictly on the lowest price. Every CES contract must be for the public good, not for the benefit of a vendor. However, CES is totally committed to two basics in the American way of business: profit and competition. Please provide, in writing, reasons why your proposed offerings in response to this RFP are worth the prices or fees you are proposing and the advantages to CES Members and their employees. Is

there “added value/benefit” received by the participant when utilizing the proposed program rather than acquiring from a competitor, or is your major benefit price alone?

F. LISTING OF GENERAL TERMS AND CONDITIONS

For the purposes of this REQUEST FOR PROPOSALS, the following terms and conditions shall 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. 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 RFP (*caveat venditor*).

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

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/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 RFP.

Announcement of Successful Vendors – Selection will be made via written communication to successful Offerors.

Applicable Law – This contract shall 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 shall be done in strict accordance with the most recent edition of any regulations, standards, documents or codes that relate to these laws. Where conflict among the requirements or with 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 can 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 fifteen (15) days of receipt of written notice by the Contractor.

Audit Rights – In accordance with applicable New Mexico law, the Contractor’s books and records related to this contract may be audited at a reasonable time and place.

Authority – This RFP, 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 contract to one responsible Offeror, or to reject one or all proposals. A response to the RFP is an offer to contract with CES based upon the terms, conditions, scope of work and specifications contained in this Request for Proposal. An RFP does not become a contract unless, and until, CES signs the Acceptance of Offer and Contract Award document, eliminating the need for a formal signing of a separate contract.

1. Due to the nature of the products, equipment and services being requested and the various delivery locations and timelines by its Members and Participating Entities, CES is only going to make awards to Vendor(s) who possess the resources, capacity and a proven track record of providing the products, equipment and services to each of the delivery areas identified within the Vendor's response, and based on who has been determined to have submitted the most advantageous product pricing, commission schedule and other related benefits.
2. Contracts will be awarded to Vendors based upon the Vendor's ability, capacity and availability to provide products, equipment and services to meet CES Members/Participating Entities needs in each of the CES procurement regions.
3. Pre-award written notification to all respondents will be mailed by Friday, September 12, 2008, with final notice going out on Friday, September 26, 2008.

Best and Final Offer – After initial receipt of proposals, CES reserves the right to conduct discussions with responsible Offerors who submit responsive proposals.

Billing – All invoicing will be issued to the CES' Member's business office in accordance with the terms, conditions and timelines established during final contract negotiations with CES. The Contractor will be required to work with CES, its program administrator, Members and Participating Entities to establish, streamline and make the invoicing process efficient for all parties.

Brand Names – The use of the name of provider, brand name or product line does not restrict the offer. Brand names are used to indicate the character, quality, and/or performance equivalence of the products and services on which proposals are submitted. However, CES reserves the right to decide if alternatives to the identified providers and brands are, in fact, equal to that described in the proposal.

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 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 can issue written notice to the Contractor for acting or failing to act under the following conditions:

1. The Contractor provides snacks, food and drink products that do not meet the specifications as identified within the individual Member's/Participating Entity's agreement with Contractor.
2. The Contractor fails to comply with and meet the ordering, delivering, servicing, reporting and transaction processes required by the individual Member's/Participating Entity's agreement with the Contractor.
3. 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 and/or comply with the terms, conditions and requirements of its contract with CES.
4. The Contractor fails to provide equipment and/or equipment maintenance services that do not meet the specifications of the contract.
5. The Contractor fails to respond to, deal with and resolve complaints that may arise during the term of this contract.
6. The Contractor fails to observe any or all the terms and conditions of the contract.
7. The Contractor fails to observe and adhere to CES Member's/Participating Entity's communicated local policies and procedures while at their facilities.
8. Any other conditions that, in the opinion of CES, warrants such action.

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

Contractor can, by written notice at least thirty (30) days in advance, terminate the contract issued as a result of this RFP for convenience in whole or in part. CES reserves the right to cancel or suspend the use thereof, of any contract resulting from this RFP 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 RFP 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 the signing of the 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 and other coverage as required herein.

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 Members of CES only those products 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 RFP, clarification means communication with an Offeror for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry by CES, or as initiated by the Offeror. Unlike “Discussion” (see below), clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

Competitive Range – Since CES often receives many proposals for one solicitation, it may be necessary to establish, as part of the evaluation process, a competitive range of acceptable proposals for the purpose of further discussions. Proposals not in the competitive range are unacceptable and not considered further.

Competitive Sealed Proposals – As required in the Procurement Code, CES has determined that competitive sealed bids are neither practical nor advantageous for this solicitation. These CES contracts will be awarded through competitive sealed proposals for the following reasons:

1. CES desires to conduct oral or written discussions with potential Offerors prior to an award;
2. CES desires to allow Vendors to revise proposals;
3. CES wishes to award contracts on which price is only one of many determining factors;
4. CES realizes that over the period of a multi-year contract, certain prices may change.

Confidential Information – If an Offeror believes that any part of its proposal should be withheld from public inspection, a statement advising CES of this fact must accompany the submission. The CES Executive Director will review the statement and 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. If the Offeror objects, in writing, within five (5) days after notification thereof, no disclosure will be made and the proposal may be rejected.

Conflict of Interest – Offeror warrants that it has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained or utilized by Offeror for the purpose of securing business. For

violation or breach of this warranty, CES shall have the right to annul this contract without liability or, as its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this proposal, the Offeror certified that he/she has neither directly nor indirectly entered into action in restraint of the free competitive process in connection with this solicitation.

The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

Contract – Any agreement for the procurement of products and services as described herein.

Contract Changes – CES can make changes in 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 contract, 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 date of receipt by Contractor of notification of such change, unless CES waives this condition. Nothing in this section will excuse Contractor from proceeding with performance of the service as changed hereunder.

Contract Type – Indefinite quantity with:

1. Fixed discount off retail or off published educational/governmental catalog price list; or
2. Fixed price with economic adjustment (Offeror must identify in writing in this RFP any contingencies prior to approval).
3. Commission schedule based on the type and level of program offered and the priced charged to the customer.

Note: A cost-plus-a-percentage-of-cost contract is prohibited. Request for a price adjustment must be submitted thirty (30) days prior to the yearly anniversary date of the contract (first two [2] years) and prior to the annual renewal date (remaining years). Justification for any adjustment shall 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 been awarded contract for delivery of products and/or services as stipulated in this RFP document and the Offeror's response document.

Contractor's Commission Schedule – The Contractor will furnish CES with a copy(ies) of commission schedule(s) that contains and addresses all of the various components (products, equipment, services, etc.) that may make up and be deliverables for an individual program offered to a CES Member/Participating Entity under this solicitation.

Contractor's Price List – The Contractor(s) will furnish CES with copies of the approved price list to facilitate eligible procurement agencies in placing orders. When Contractor

offers a discount off a retail price, the Manufacturer's Suggested Retail Price (MSRP) must be included as printed by the manufacturer.

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 institutions and other procurement units. Although Vendors can restrict sales to certain public units (for example, state agencies or local government units), any contract that restricts sales from being made to public educational institutions will not be considered.

Cost of Proposal Preparation – CES will not reimburse the cost of developing, presenting or providing any response to this solicitation.

Current Products – All offers will be for products, equipment and services currently offered and marketed to the general public and educational/governmental agencies.

Delivery – Delivery is defined as providing the products, equipment and services covered by this RFP in accordance with the RFP's terms and conditions and the Vendor's delivery arrangements established and agreed to with the individual Member's/Participating Entity's representative. Contractor agrees to notify CES if an individual program cannot be processed and delivered within the established terms, conditions and timelines. Member's/Participating Entity's acceptance of products, equipment and services delivered will occur only upon acknowledgement of the receipt and acceptance of the products/equipment/services.

Contractors, as part of the ordering process, will provide and discuss with the ordering Member/Participating Entity the various delivery options and timelines. It should be noted that special arrangement for time of delivery and method of accepting of delivery may be arranged with the individual receiving locations.

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

Disclosure – Offerors submitting proposals will disclose any and all owners, Contractors or employees who are active employees of CES/its Members/Participating Entities or are immediate relatives of an employee of CES/its Members/Participating Entities.

Discontinued Products – In the event that a product or service offered is discontinued by the provider, CES will allow the Contractor to substitute a new product or provider if the pricing discount is equivalent to the discontinued product or service.

Discussions – Discussions occur when oral or written communications between CES and the Offeror are conducted for the purpose of minor clarifications involving information essential for determining the acceptability of a proposal or that provides the Offeror an opportunity to revise or modify its proposal. CES will not help an Offeror bring its proposal up to the level of other proposals through discussions. CES will not disclose technical information pertaining to a competing proposal. CES will neither indicate to an Offeror a cost or price that it must meet to obtain further consideration, nor will it provide any information about

other Offerors' proposals or prices. CES is willing to discuss with an Offeror having a proposal in the competitive range, any weaknesses, excesses or deficiencies in its proposal.

Distribution Fixed Fee - For this solicitation, it is defined as the cost charged by the Distributor/Contractor to CES, its Members/Participating Entities for obtaining, storing, processing, handling and delivering the products purchased plus any overhead and profit that the Distributor determines to be applicable.

Eligible Agencies – Any CES Member can 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 participating entities, 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/Participating Entities and on the marketing expertise of the Contractor.

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

Evaluation: To qualify for evaluation, a response must be responsive, must have been submitted on time, and must materially satisfy all mandatory requirements identified throughout the RFP. To be considered responsive, a response must reasonably and substantially conform to all of the specified requirements in the RFP in the judgment of the procurement officer. Any deviation from requirements indicated herein must be stated on an attached sheet(s). Otherwise, it will be considered that response is in strict compliance with all requirements, and any successful Vendor will be held responsible thereafter. Deviations or exceptions stipulated in Vendor responses, while possibly necessary in the view of a particular Vendor, may result in disqualification during the evaluation process. Terms of the RFP that any Vendor considers particularly unwarranted, and to which that Vendor would have to take significant exception in the response, should be stated in their response clearly and concisely.

Federal Requirements: As part of this solicitation, some of the products will be utilized within K-12 public educational institution's facilities and made available during the normal school day (7:00 am to 5:00 pm) and because the institutions receive federal funds for their breakfast and lunch programs, the following apply:

1. Non-geographic Preference - 7 CFR Part 3016.36 (c) (2) CES "will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals..."
2. Access to Contractor Records - 7 CFR Parts 3016.36 (i) (10) "Access by the grantee (State of New Mexico), the subgrantee (CES Member), the Federal grantor agency (USDA), the Comptroller General of the United States, CES, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions."
3. 7 CFR 3016.36 (i) (11) Regulations require "retention of all required records for three (3) years after the final payments and all other pending matters are closed."

4. Debarment and Suspension/Lobbying - School districts participating in National School Lunch Program are prohibited from contracting with a company or individual that has been debarred or suspended in accordance with 7CFR Part 3017. This prohibition applies to new contracts and extensions or renewals of existing contracts of \$100,000 or more and to contracts for audit services, regardless of amount. A "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" must be filed with all bids of \$100,000 or more. See 7 CFR 3019 for Lobbying Certification for Contracts of \$100,000 or more.
5. Buy American - USDA requires that whenever possible, School Food Authorities shall only purchase food products that are produced in the United States. Exceptions to the "Buy American" requirement are allowed when:
 - a. The recipients have unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States,
 - b. Products are not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality,
 - c. The cost of the domestic produced food products is significantly higher than that of foreign products.
6. 7 CFR 3016.36 (i) (12) Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
7. Copyright
 - a. The Federal awarding grantee and subgrantee reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - 2) Any rights of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support.

Force Majeure – Except for payments of sums due, neither party shall 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 its 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-interventions-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 shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure, and shall 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 shall 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 shall notify the other party in writing of such delay within forty-eight (48) hours.

Fuel Adjustment/Delivery Surcharge – Due to the uncertainty of what fuel cost will be during the term of the contract, CES will allow Contractors within ten (10) days of the end of the month to submit a written request to CES to have their fuel adjustment/delivery surcharge rate increased or decreased depending on the current cost of fuel based on those reported on the U.S Department of Energy’s website for statistics on gasoline and diesel pricing as of a specified date (www.eia.doe.gov/oil_gas/petroleum/info_glance/petroleum). The fuel adjustment/delivery surcharge will be a fixed dollar (\$0.00) amount for each CES procurement region and will be applied to each delivery/drop made. For this solicitation, the fuel adjustment/delivery surcharge will be based on prices reported on Tuesday, July 29, 2008. CES reserves the right to accept, negotiate and/or reject the Contractor’s request.

Gratuity – CES can, 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 in respect to the performance of the contract. Paying for normal business meals, which are generally made available to all eligible school and government employees, is not prohibited by this paragraph. Samples of software, equipment or hardware provided to CES for demonstration, evaluation or loan purposes are not considered gratuities.

Indemnification – Contractor will indemnify, defend and save harmless CES from 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, professional 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 or its employees.

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

Insurance – Upon award of 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, whether those activities are performed by Contractor, or by any subcontractor or by anyone directly or indirectly employed by any of the Contractors, or by anyone for whose acts Contractor may be liable during the entire performance period of this contract. 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/Participating Entity using this contact. 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. Vendor will submit proof of coverage under the Workman's Compensation Insurance as required by the Labor Laws and New Mexico Statutes. Vendor will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death and property damage. Insurance will include "occurrence" claim provisions. Minimum acceptable coverage is \$1,550,000 combined single limit for bodily injury and property damage or \$750,000 bodily injury and \$300,000 property damage (each occurrence). The Vendor will name CES and the CES Member as co-insured up to the limits of the Tort Claims Act. Additional punitive damages liability to \$500,000 will be provided, naming CES as co-insured.

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

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 keep current all federal, state and local licenses, bonds and permits required for the performance of the contract.

Local Education Agency – The public school districts in the State of New Mexico.

Local Public Body – Every political subdivision of the State, agencies and institutions thereof.

Member – Any public educational institution in the State of New Mexico that has, by their board resolution, resolved to become a party of the Joint Powers Agreement to Establish an Educational Cooperative (CES) 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 its very best prices to CES Members, nothing in this contract establishes a most favored customer relationship between CES and the Contractor. The Contractor can respond to any solicitation from any public procurement unit without regard to this contract; however, a response that quotes the

best Contractor price and a lower CES price is mutually beneficial. If Contractor offers lower prices to any of its other customers, it can 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 meets the many needs of its' Members. Hence, when 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 of longer than one (1) year.

Negotiations – Where there is no competition that would result in a better contract, negotiation may be conducted until a detailed agreement is reached.

New Mexico Public Education Department (NMPED) – A state agency responsible for overseeing and governing K-12 public educational institutions throughout the State of New Mexico and was formerly called the New Mexico State Department of Education.

New Mexico Public School Insurance Authority (NMPSIA) – This agency obtains, coordinates and administers the basic health and general liability insurance for the public educational institutions in the State of New Mexico.

New Products and Services – New products announced by the provider can be added to the existing contract. Pricing will be equivalent to the percentage discount of other products and services. Dealers/agents can 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 if the products meet the requirements of the original RFP. No products can be added to avoid competitive procurement procedures. CES may reject any additions, without cause.

No Replacement of Defective Tender – Every tender of products and 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 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 proposals 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 must within their response demonstrate they have extensive knowledge, background, resources and experience in providing and servicing of the various products, equipment and services offered herein and have at least three (3) years documented experience.

Options – New products and services can 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 products offered that improves benefit and suitability to the end users.

Ordering Process – All requests accepted by the Contractor to participate under any contract awarded through this RFP must be submitted and approved by CES. CES and the Offeror will, at the time of final contract negotiations, establish processes and procedures for engaging and executing individual Member's/Participating Entities' programs under this solicitation. The Contractor must agree never to execute an individual Member's/Participating Entities' program without CES' approval based on this contract.

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 is relevant information regarding a Vendor's actions under previously awarded contracts to schools, local, state or federal agencies. It includes the Vendor's record of conforming to specifications and to standards of good 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 are 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 United

States territory, and will pay all costs, damages and attorney's fees that a court 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, which are not reimbursable, by the Contractor. If any CES Member is involved by any party in any way, 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' 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 for returned equipment as depreciated. The depreciation shall 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.

Payments: Payments for all items obtained by CES Members/Participating Entities from this Request for Proposal (RFP) will be made by the Member/Participating Entity in accordance with the terms, conditions and timelines established within the individual program's written agreement with the Contractor. Payment to the Contractor will be made only after the appropriate Contractor's invoices, credit memos, delivery tickets and other reports identified herein have been received and audited for correctness and completeness.

Performance and Product Requirements and Specifications: All proposal items must be available for the term of this contract at the established price, unless a request has been submitted to and approved by CES for changes in products, equipment and/or services to be performed. All proposal items must be fresh and equal to or better than the quality specified for use within public institutions and consumed by the general public. The Offerors must within their response identify the brand name of the products offered, the lot and size of packaging of the product to be delivered and, if the product offered is to be offered to K-12 school districts during school hours, the product must meet state and federal nutritional standards and requirements. Within the Vendor's response, please indicate any deviation

and/or exception on those items, where applicable. Where indicated, CN Labels (Child Nutrition) or sheets must be provided with the response. A multiple award may be made within a region if CES determines that a single vendor cannot provide the variety of products requested and/or cannot serve or meet all of the Members'/Participating Entities' needs. The quantity of products shall be delivered as needed and in accordance with the individual programs agreement. CES reserves the right to accept or reject any substitutions or modifications of delivery packaging requested. Be specific in identifying information regarding pack size and quantity on items proposed. This will facilitate the evaluation team's ability to better analyze price and products offered.

1. Food products must be in compliance with HACCP (Hazard Analysis Critical Control Points) standards and provide related documentation as requested.
2. Products offered must have Nutritional Data sheets, where applicable, on file in the CES office within thirty (30) days of contract award.
3. Food products must be processed in the United States. Federal regulations require school districts to purchase domestic products unless the product is not of domestic origin.
4. No damaged cases or packages will be accepted.
5. Products will be delivered in the original package of the manufacturer.
6. Contractors will provide usage and financial report(s) as identified within each individual program's agreement and in the timeframe stipulated.
7. The Contractor shall be responsible for any shortages in delivered products; shortages will be corrected within seven (7) days.
8. All storage conditions must follow the climate recommendations of the Refrigeration Research Foundation. The Vendor's warehouse facilities will ensure frozen foods be stored at 0° F or below and chilled items stored at 36° F (32-48° depending on manufacturer's recommendations).
9. Delivery temperature of frozen and chilled foods shall be in accordance with the Association of Food and Drug Officials (AFDO) Code as recommended by the Food and Drug Administration (FDA).
10. Milk and dairy products that require refrigeration will be delivered in a refrigerated truck to a school for immediate placement in a refrigerated storage area. School milk should be in the range of 30 – 38° F when delivered.
11. No substitutions will be permitted, unless authorized by the school district or CES. When a product on the contract is not available, a similar product of equal or superior quality may be substituted at the same or lower price.
12. Products submitted in the RFP and sold under this contract shall meet or exceed all standards applicable to the products.
13. All work will be accomplished in conformance with OSHA safety requirements, and any additional federal, state, or local requirements.
14. Contractor's drivers and delivery personnel will act in a professional manner while on school property. Delivery personnel will be dressed in a clean industry standard or company uniform.
15. Contractor's buildings, fixtures, and other physical facilities used to supply food shall be maintained in a sanitary condition and shall be kept in repair sufficient to prevent food from becoming adulterated.

Peripheral Items – Offerors may include various peripheral products, equipment and services that add value and benefit to the primary offering.

1. Peripheral equipment proposed must be current and proven model, vintage, technology and from nationally recognized manufacturer and intended for commercial, educational, governmental and public use.
2. Peripheral food products offered must be fresh, meet all federal, state and industry standards and packaged for use by the type of programs covered by this solicitation.
3. Product lines offered may be from a variety of manufacturers/suppliers. If Offeror has a published manufacturer/supplier price list with product descriptions and specifications, can be submitted. However, CES reserves the right to select products within the price list for award without having to award all the contents.
4. The Offeror will furnish CES and its Members/Participating Entities with copies of the approved price list to facilitate eligible procurement agencies in placing orders. When the Contractor offers a discount off retail price, the Manufacturer's Suggested Retail Price (MSRP), such discounts will take into account any handling and freight cost that might be associated with delivery.
5. Peripheral product pricing will be based on a fixed discount off the price list. Various manufacturer/product lines may have different fixed discounts and the Offeror may offer an additional volume discount for large orders.

Price Reduction and Adjustment – A price reduction can 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/Participating Entities equally.
2. The price reduction is for a specific time period.
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.

Prime Contractor – For the purpose of this solicitation, a Contractor will be considered a prime Contractor and not a subcontractor. Any Offeror who has signed an awarded contract as a result of this RFP. Prime Contractors using subcontractors are responsible for all actions of the subcontractors.

Product Discontinuance – In the event that a product or service is discontinued by the provider, the Contractor may substitute a new product or service, if the replacement product meets or exceeds the discontinued item, and the discount from retail is the same or greater than the discontinued item.

Product Line – Contracts will be awarded to Offerors able to provide their complete product line of products and services described in the specifications. Offerors with a published catalog can submit the entire catalog; however, CES reserves the right to select products from the catalog for award without having to award all the contents.

Program Administrator – A CES Contractor who has been engaged to coordinate, administer, supervise and manage the day-to-day activities and events relating to the CES food and drink program.

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 CES.

Protests – Protests filed will be 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 RFP 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 herein, 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 proposals submitted in response to this invitation become the property of CES and will become a matter of public record available for review, subsequent to the award notification, 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 – In order to qualify, an Offeror must, if applicable, hold the appropriate license as required by the New Mexico Regulation and Licensing Department and must possess the necessary and required background, expertise, experience and resources to ensure that all products, equipment and services provided under this contract will be done in strict accordance with the most recent edition of any relevant regulation, standard, document or code that is in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirement will be used.

Request for Proposals (RFP) – All documents, including those attached or incorporated by reference, which are used for soliciting proposals.

Responsible Offeror – An Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its' 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.

Responsive Proposal – An offer that conforms in all material respects to the requirements set forth in the REQUEST FOR PROPOSALS. Material respects of a request for a proposal include, but are not limited to, qualifications, price, quality, and quantity or delivery requirements.

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

Safety Standards: All items supplied on this contract will comply with all current applicable Occupational Safety and Health Standards, National Electric Code, American National Standards Institute (ANSI), National Fire Protection Association Standards (NFPA), and United States Department of Food and Drug Administration (USFDA).

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.

Shortlist – The evaluation committee will review each Offeror’s proposal. Points will be allocated, as outlined herein. Each evaluation point totals will be translated into a numeric ranking of all proposals. If it is determined necessary, the committee may select those respondents based on these rankings and conduct oral interviews and negotiations. The committee will determine number of Offerors on the shortlist. This decision will be based on the number and quality of proposals received.

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

Specifications – All Scope of Work specifications in this RFP are designed to enable a Contractor to satisfy a requirement for a product, piece of equipment, 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 proposal, must indicate such in its initial response.

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.

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 can be collected on delivery charges to the purchaser’s location.

Term of Contract and Extension – The term of the agreement will commence on award and continue until July 1, 2010 unless terminated, canceled or extended. By mutual written agreement, the contract can be extended for Three (3), additional 12-month periods ending on July 1, 2011, July 1, 2012 and July 1, 2013. Since product lines change year to year, CES can require a Vendor to respond to a new RFP rather than extend a contract secured under this RFP.

Termination of Contract by CES – CES can 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.

Termination of RFP – The Request for Proposals (RFP) in no manner obligates CES to the eventual purchase of any product or service 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 RFP at any time and for any reason and to reject any or all proposals.

Token Offer – 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.

Warranties – Products, equipment, materials, supplies or services furnished under any contract covered by this solicitation shall be covered by the most favorable commercial warranties offered to any customer for the same or substantially similar items.

Withdrawal of Offer – An Offeror can withdraw its proposal, provided such written notice is received at the CES office prior to the specified due date and time.

SECTION II: SCOPE OF WORK AND SPECIFICATIONS

A. SCOPE OF WORK

1. CES, which is based in Albuquerque, New Mexico, is composed of the New Mexico public school districts, charter schools, community colleges, universities 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, there are 170 public educational institutions that use one or more of the CES-provided programs or services each year.
2. It is important that all Vendors realize that CES is not a sales agency or marketing firm. If awarded a contract, you must work your contract. A few Contractors with powerful mail campaigns have been able to market to schools through CES, but, normally, mail alone is not sufficient. Member buyers like to meet and talk with a sales agent when making decisions on large orders.
3. When you respond, CES is asking you to become a partner in providing quality goods and services to Members at competitive prices. Partnership with a contract awarded through competitive bidding saves Members both time and money. Time is saved by being able to purchase what is needed without having to wait through the solicitation process (write solicitation, advertise proposal, open each response, evaluate and have the board make a selection). Money is saved because each CES partner has already agreed that the Members have the lowest prices it will offer to procurement units in the State.
4. Read through the section that concerns you as an Offeror. Next, prepare a rough draft of your offer, fill out the forms necessary and gather all the advertising slicks you want to send with your proposal. Finally, print a final offer, write the executive summary and organize everything in a three-ring binder as indicated herein.

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 its program administrator. The parties shall develop, establish and implement processes and procedures to be utilized to execute the contract. Contractor will prepare and submit monthly reports as required to these representatives. It is the responsibility of the Contractor to market the products or services to the Members/Participating Entities in accordance with this solicitation, the Offeror's response and any agreed upon modifications during negotiations and program implementation.

C. DUTIES OF CES

The general duties of CES include:

1. Inform CES Members of Vendors and obtain participation of Members.
2. Inform Contractor of participating Members.
3. Follow up as needed on problems.
4. Periodic review with Contractor as to projects and problems.

D. DUTIES OF CES PROGRAM ADMINISTRATOR

The general duties of the Program Administrator

1. Administrate, coordinate and oversee those tasks, duties and responsibilities required to implement, conduct and report day-to-day program operational activities, transactions and events relating to the CES food and drink program.
2. Interact with and assist both awarded Contractors and CES Members/Participating Entities to successfully develop, establish, implement and conduct a food and drink program to meet the individual Member's/Participating Entities' needs.
3. To coordinate and facilitate the collection, distribution and payment of funds involved in the day-to-day operations of the CES food and drink program.
4. Receive, communicate and assist in the resolution of any concerns and/or problems that may arise out of the day-to-day operations of the CES food and drink program.
5. Request, collect, compile, summarize and report program information and financial data as required to properly report to all parties so that they may account for and audit the program's activities, revenues and expenses.

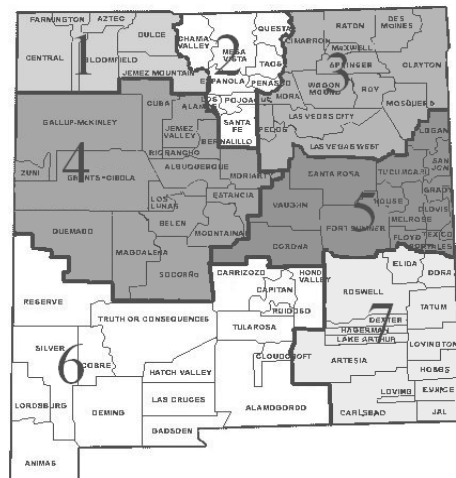
E. SPECIFICATIONS

CES has provided General Terms and Conditions. In the following part of this section, CES is providing additional Categorical Terms and Conditions that apply. In case of conflict between the General Terms and Conditions and Categorical Terms and Conditions, the latter shall apply. Additional items may be requested in the specific Categorical Terms and Conditions. Additional acknowledgement of acceptance and identification of any deviations and/or exceptions to the Categorical Terms, Conditions and Specifications must be clearly stated within the Offeror's response. Information, responses and documentation relating to the individual category may also be required. Failure to supply the requested information, responses and documentation may result in the Offeror's response being determined to be non-responsive.

F. CES PROCUREMENT REGIONS

New Mexico is a large state geographically. For this solicitation CES is dividing the state into seven (7) service regions. Offerors, by completing the Offeror's Declaration Form, **Form A**, will identify to which of the seven (7) CES procurement regions they desire to offer their products, equipment and services. Regions are described as follows.

CES PROCUREMENT REGIONS



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

2. **Region Two (2)** – Chama Valley, Española, Mesa Vista, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos school districts.
3. **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.
4. **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.
5. **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.
6. **Region Six (6)** – Alamogordo, Animas, Capitan, Carrizozo, Cloudcroft, Cobre, Deming, Gadsden, Hatch Valley, Hondo Valley, Las Cruces, Lordsburg, Reserve, Ruidoso, Silver City, Truth or Consequences and Tularosa school districts.
7. **Region Seven (7)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum school districts.

Note: CES utilizes the public school districts service areas to identify each of its procurement regions. Other public educational institutions and participating entities such as charter schools, community colleges, colleges and universities, BIA schools, cities, counties etc., are considered to be in the region of the public school district where their institution/entity is physically located. A listing of CES Members and Participating Entities may be viewed by going to www.nmedu.org and looking under Members and Participating Entities.

G. FOOD AND COST CONSIDERATIONS

Due to the nature of this solicitation, the type, level and pricing of food products covered by this solicitation may or may not be governed by USDA regulations and requirements. Therefore, the Offeror must conduct necessary research to inform and educate itself on the current federal and state nutritional guidelines, standards and requirements required to properly propose and provide those snack, food and drink products that will meet or exceed K-12 educational institution's needs.

H. LISTING OF CATEGORIES

Category 1: Provider(s) of Products, Vending Machines and/or Services Required to Offer a Supplemental Nutritional Snack, Food and Drink Program Within the Public School Environment

This category is divided into several sections. Those sections are as outlined below:

1. Introduction
2. Categorical Scope of Work
3. Categorical Definitions
4. Categorical Terms and Conditions
5. Categorical Specifications
6. Categorical Required Responses
7. Categorical Fee, Commission, Added Value and Cost Considerations and submittal
8. Categorical Proposal Evaluation Factors

Introduction

In Spring of 2000, the University of New Mexico (UNM) and the New Mexico Research and Study Council (NMRSC) solicited for and awarded an eight (8) year contract to a marketing firm (DD Marketing) to design and implement an exclusive soft drink vending contract using educational facilities and resources in order to maximize revenue and equipment to the individual educational Institutions. On July 1st, 2008, this contract will expire and UNM/NMRSC has determined that this contract will not be re-solicited. Due to this decision and the recent changes, both at the federal and state level, relating to Student Nutrition, School Lunch Programs, candy and drink vending machines in K-12 schools, CES Members have asked CES to re-solicit this contract on their behalf and to expand and ensure the awarded contract covers all of the various types of food and drink vending solutions that meets and complies with all state and federal rules and regulations. Any contract will be for a minimum of two (2) years, with up to three (3) one (1) year renewal terms, for a maximum term of five (5) years.

There are currently forty-two (42) districts and institutions of higher education who are members of CES and that participate in the current vending contract, with a population of approximately 79,000 students and 7,000 employees. These districts and higher education institutions consist of approximately 200 schools and administrative sites located throughout the State. These sites are in continuous operation as campus and classroom space warehousing, school bus terminals and offices. There are also more than 50 outdoor athletic facilities associated with these institutions.

The intent of this solicitation is to allow CES Members, if they desire, to establish an individual food and drink program/agreement with a CES-awarded, qualified and established provider(s) to provide various and assorted snacks, food and nutritionally rated/non-alcoholic beverages in a vending machine environment.

Categorical Scope of Work

In an attempt to assist its Members in meeting their future needs in this area, CES is seeking provider(s) who possess the qualifications, background, experience, ability and resources necessary to obtain, deliver, install, stock, maintain and service a variety of food and drink vending machines with an assortment and variety of snacks, food and beverages that will meet individual Member's needs and requirements within their various educational and other facilities. The products and services proposed may include, but are not limited to:

- A. Providing an assortment of the most current and latest technology in vending machines that will ensure product delivery every time and allow end users to experience hassle free access to a varied selection of snack and cold food items by offering a range of snack and cold food items that are nutritionally sound, while meeting and satisfying the end users hunger and desires. The Contractor shall:
 1. Consult with the CES Member to determine the desired snack and food vending program they are wanting to establish and operate within each of their facilities. Once an understanding is obtained, propose the best and most advantageous solution(s) to meet their needs and requirements.
 2. Provide and install only vending equipment that is in good working condition and is of a type and size that will meet the end users demands for the products offered based on the number of times during a day or week that they will have access to purchase the products offered.

3. Keep machines well stocked with the agreed upon snacks and cold food items. If requested, rotate selections periodically to provide a positive and delicious experience.
 4. Provide the freshest and highest quality cold food items that are delicious, nutritionally sound and, if possible, are of the type that will meet or exceed USDA student lunch program guidelines and requirements. Such items may include, but are not limited to, pastries, nutri-grain bars, salads, vegetables, fruits, sandwiches, etc.
 5. Establish with the Member an appropriate schedule to deliver products, inventory the machine(s), restock product, remove and account for revenues, respond to end users concerns and make refunds, if applicable.
 6. Have and make available maintenance and repair services on an as-needed basis to ensure as little machine down time as possible.
- B. Providing an array of the most current and latest technology in vending machines that will ensure product delivery every time and allow end users to experience hassle free access to a varied selection of hot and cold beverages by offering a variety of juice, milk, water, and soup products that are nutritionally sound, while meeting and satisfying the end users thirst and desires. The Contractor shall:
1. Consult with the CES Member to determine the desired hot and cold beverage vending program they want to establish and operate within each of their facilities. Once an understanding is obtained propose the best and most advantageous solution(s) to meet their needs and requirements.
 2. Provide and install only vending equipment that is in good working condition and is of a type and size that will meet the end users demands for the products offered based on the number of times during a day or week that they will have access to purchase the products offered.
 3. Keep machines well stocked with the agreed upon hot and cold beverages. If requested, rotate selections periodically to provide a positive experience.
 4. Provide the freshest and highest quality of hot and cold beverages that are nutritionally sound and, if possible, are of the type that will meet or exceed USDA student lunch program guidelines and requirements. Such items may include, but are not limited to, fruit juices, punch and sports drinks, soups, milk, water, etc.
 5. Establish with the Member an appropriate schedule to deliver products, inventory the machine(s), restock products, remove and account for revenues, respond to end users complaints and concerns and make refunds, if applicable.
 6. Have and make available maintenance and repair services on an as-needed basis to ensure as little machine down time as possible.

Categorical Definitions

A La Carte - Food or drink products sold in schools to students during the lunch period that is not part of the United States Department of Agriculture School Meal Program.

Adulterated Food - A food is adulterated if it bears or contains any poisonous or deleterious substance which may be injurious to health, if it bears or contains any added poisonous or deleterious substance for which no safe tolerance has been established by regulation or in excess of such tolerance if one has been established, if it consists in whole or in part of any filthy, putrid, or decomposed substance, or if it is otherwise unfit for human consumption, if it has been prepared, packed or stored under insanitary conditions whereby it may have become contaminated with filth or rendered injurious to health, or if the container is composed in whole or in part of a poisonous or deleterious

substance which may render the contents injurious to health.

ANSI – American National Standards Institute www.ansi.org.

ASTM - American Society for Testing and Materials International (610) 832-9585
www.astm.org.

CFR – Code of Federal Regulations (866) 512-1800; available from the Governmental Printing Office (202) 512-1800 www.gpoaccess.gov/cfr/index.html.

Competitive Food - Food or drink products sold at school other than one served as part of the United States Department of Agriculture School Meal Program. The term includes any item sold in vending machines, a la carte or through other school fundraising efforts.

Competitive Food Sales - New Mexico Administrative Code, Title 6, Chapter 12, Part 5.

Contractor's Representative - The firm or Offeror's actual branch, department, division, or unit that will be providing resources and perform the services to individual CES Members.

CPSC – Consumer Product Safety Commission www.cpsc.gov.

EPA – Environmental Protection Agency www.epa.gov.

FCC – Federal Communications Commission www.fcc.gov.

Food – Defined as any raw, cooked or processed edible substance, beverage or ingredient used or intended for use in whole or in part for human consumption.

Fundraisers – Food or drink products sold to raise money that is not sold in vending machines, a la carte sales or as part of the United States Department of Agriculture School Meal Program.

Hot Liquid Food or Beverage – Any liquid food or beverage, the temperature of which at the time of service to the consumer is at least 150° F.

Install – Tasks, activities and operations project sites including unloading, unpacking, assembling, erecting, placing, setting up, configuring and putting purchased equipment and fixtures into operation.

ISO - International Organization for Standardization www.iso.ch; available from ANSI (202) 293-8020 www.ansi.org.

Machine Location – The room, enclosed space, or area where one or more vending machines are installed and operated.

Misbranding – The use of any written, printed or graphic matter on or accompanying products or containers dispensed from vending machines, including signs or placards that misleads or miscommunicates the contents and/or nutritional value of the products.

MSDS – Material Safety Data Sheets.

NAIMA - North American Insulation Manufacturers Association www.naima.org.

NEMA - National Electrical Manufacturers Association www.nema.org.

NFPA – National Fire Protection Association www.nfpa.org.

NMPED – New Mexico Public Education Department www.ped.nm.us.

OSHA – Occupational Safety Hazard Administration www.osha.gov.

Program Agreement – Defined as a written agreement between the CES Member and Participating Entity that governs the food and/or beverage program being provided by the Contractor and lays out the program’s scope of work, terms, conditions, specifications, delivery timelines and compensation.

Readily Perishable Food – Any food or beverage or ingredient consisting in whole or in part of milk, milk products, eggs, meat, fish, poultry, or other food capable of supporting rapid and progressive growth of micro-organisms which can cause food infections or food intoxication. However, products in hermetically sealed containers processed by heat to prevent spoilage and dehydrated, dry or powdered products as low in moisture content as to preclude development of micro-organisms are excluded from the terms of this definition.

Regulations - Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules and conventions that control performance of the work.

Single-Service Article – Any utensil, container, implement, or wrapper intended for use only once in the preparation, storage, display, service or consumption of food or beverage.

The terms "must," "shall," "will," "is required," or "are required" – Identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the Offeror’s proposal.

The terms "can," "may," "should," "preferably," or "prefers" – Identify a desirable or discretionary item or factor.

UL – Underwriters Laboratories is an independent organization whose responsibilities include rigorous testing of electrical products. When products pass these tests, they can be labeled (and advertised) as “UL listed”. UL tests for product safety only. www.ul.com

United States Department of Agriculture School Meal Program – The federal governmental agency that sets policy and regulations for National School Lunch Program.

Vended Food And Drink - Food or drink product sold in vending machines to staff, students and guests in K-12 educational facilities.

Vending Machine – Any self-service device offered for public use which, upon insertion of a coin, coins or token, or by other means, dispenses unit servings of food or beverage, either in bulk or in package, without the necessity of replenishing the device between each vending operation.

Categorical Terms and Conditions

The following Categorical Terms and Conditions are in addition to the applicable General Terms and Conditions. Please review them and sign the Acceptance of Terms and Conditions (Form E). Place after Tab 5.

- A. Solicitation Timelines – CES will make its best efforts to adhere to the following schedule of events.
 1. Sunday, July 20 and 27, 2008 publish solicitation legal.
 2. Monday, July 21, 2008 distribute solicitation documents.
 3. Thursday, August 7, 2008 non-required pre-proposal conference.
 4. Friday, August 22, 2008 RFP due-date.
 5. Wednesday, September 3, 2008 announcement of finalist or preliminary award.
 6. Wednesday, September 10 and Thursday, September 11 finalist interviews if needed.
 7. Friday, September 12 RFP preliminary award notice.
 8. Friday, September 26 CES contract award.
- B. The Offeror within its response shall demonstrate its knowledge, background, experience and capacity to cooperatively and collaboratively work with CES, its program administrator and Members/Participating Entities to establish and conduct a successful food and/or beverage vending machine program within the region(s) that the Offeror proposes to serve.
- C. This solicitation is a Request for Proposal type of procurement and, since this is the first time CES is acquiring food, beverage and vending machine products, equipment and services, and that these types of programs operated within public K-12 schools' facilities are governed by USDA, NMSND and NMPED guidelines and requirements, CES is seeking providers who can bring to its Members solutions that are innovative and attractive to their staff, students and guests while meeting all of these requirements. Therefore, CES is asking Offerors to be creative in developing and proposing their solutions offered, and CES and its Members are open to new ideas and vending machine technologies.
- D. The Contractor will provide all supplies, materials, equipment, vending machines, services, food and beverages required to conduct a successful program in the various facilities located within CES Members'/Participating Entities' facilities.
- E. Due to the variety of needs, requirements and operational environments found within the CES Members'/Participating Entities' facilities, CES is seeking Providers who can propose a combination of financial consideration plans to meet the various situations. The following items are provided as possible operational conditions that the Contractor may encounter. The Member/Participating Entity:
 1. Desires a program where the Contractor is the exclusive provider and places vending machines at various locations throughout their facilities. For being exclusive and for the placement of the machines, the agency is paid an exclusive rights fee, commissions based on sales, number of machines and other compensation as mutually agreed upon during individual program development. Historically with the previous contract, multiple vending machines were placed throughout the high schools and middle school facilities (commons, concession and athletic areas, cafeterias, administrative and teacher lounges). At elementary/primary schools, machines were placed in teachers' lounges, cafeterias and/or gyms. There were also machine placements in other administrative areas (buildings, maintenance departments, etc.). The type/size/product configuration, number and location of vending machines placed within an individual educational institution will depend on the number and type of facilities; the number of staff and students; and the desire/philosophy of the institution's administration regarding having and placing

vending machines within their facilities. As noted here, higher educational institutions and Participating Entities may also take advantage of and participate in CES' food and beverage program. Their vending machine needs and products offered will vary as they are not governed by the same regulations and requirements.

In addition to the exclusive vending machine program and/or as an option to the vending machine program, the Offeror may be engaged to include pouring rights at all of the institution's concession facilities located in their indoor and outdoor athletic, recreational and performing arts facilities (gymnasiums, stadiums, field houses, fields, theaters, etc.) utilized for athletic, fine arts, extracurricular activities, recreational and other special events.

2. Due to their facilities, program needs, operational conditions and administrative philosophy, the agency desires a program where the Contractor is going to be one of a group of providers that will be providing and placing vending machines at various locations throughout their facilities. For the placement of the machines, the agency is paid a fee, commission based on sales, number of machines and other compensation factors as mutually agreed upon during individual program development. The type/size/product configuration and number and location of vending machines placed within an individual educational institution will depend on the number and type of facilities; the number of staff and students; and the desire/philosophy of the institution's administration regarding having and placing vending machines within their facilities. As noted here, higher educational institutions and Participating Entities may also take advantage of and participate in CES' food and beverage program. Their vending machine needs and products offered will vary as they are not governed by the same regulations and requirements.

In addition to providing a vending machine program, and as an option to the vending machine program, the Offeror may be engaged to include pouring rights at all of the institution's concession facilities located in their indoor and outdoor athletic, recreational and performing arts facilities (gymnasiums, stadiums, field houses, fields, theaters, etc) utilized for athletic, fine arts, extracurricular activities, recreational and other special events.

- 3 Due to the rural nature of the agency, the size, number and locations of their facilities or other conditions/circumstances, it would not be cost effective or advantageous for the Offeror to propose and offer full service vending machine solution/program nor would it be an advantageous or effective revenue source for the agency. The Contractor's solution/program offered would provide and place the appropriate number of vending machines at various locations throughout the agency's facilities that would meet their needs and requirements and, based upon an agreed upon schedule or as needed, the Contractor would deliver the requested products to the vending machine location and perform regular inspections, machine maintenance and repair services. The agency and its designated staff would store, inventory, stock the machine with product; perform the necessary day-to-day maintenance and cleaning; remove and track the revenues generated; and maintain the appropriate records to account for and report the financial transactions and utilization for each machine. The Contractor will establish a fixed unit cost for the product acquired for the machine(s). The unit cost must include the cost of the product, delivery, handling, machine upkeep, overhead, profit and program administrative fees that may apply. The agency shall set the price of the product, pay the Contractor for the product purchased and retain any funds generated over the cost of the product. The type/size/product configuration, number and location of vending machines

placed within an individual educational institution will depend on the number and type of facilities; the number of staff and students; and the desire/philosophy of the institution's administration regarding having and placing vending machines within their facilities. As noted here, higher educational institutions and participating entities may also take advantage of and participate in CES' food and beverage program. Their vending machine needs and products offered will vary as they are not governed by the same regulations and requirements.

In addition to providing a vending machine program and/or as an option to the vending machine program, the Offeror may be engaged to include pouring rights at all of the institution's concession facilities located in their indoor and outdoor athletic, recreational and performing arts facilities (gymnasiums, stadiums, field houses, fields, theaters, etc.) utilized for athletic, fine arts, extracurricular activities, recreational and other special events.

4. The Offeror's proposed solutions may be for item one, two or three above or a combination or variation thereof. The Offeror is forewarned that CES's intent is to make available to its Members/Participating Entities provider(s) that offer solution(s) that provide them with the greatest flexibility and revenue source depending on their individual needs and requirements.
- F. Within any individual food and beverage vending machine program established under this solicitation, the following items must be discussed and addressed within the agreement between the Member/Participating Entity. As part of the Offeror's response, it must provide sample agreements it is proposing to utilize with the individual agencies participating in the CES food and beverage program.
1. Is the program exclusive or non exclusive? Any terms, conditions, stipulations, exceptions, time lines, fees, commission and/or other compensation that may apply,
 - a. If an exclusive program, any vending machines placed on Member's property will be subject to the exclusive agreement. Booster, student and PTO clubs/organizations and other groups vending machine-related activities fall under the exclusive agreement unless exempted in the program's agreement.
 - b. If the program is non-exclusive, are there any limitations or restrictions placed on either party when it comes to other providers, boosters, student and PTO clubs/organizations and other groups involved with any vending machine programs offered, placement and location of machines, products offered and access offered to staff, students and/or guests?
 - c. If program consists of the Contractor providing vending machines and product only, discuss the roles, responsibilities and duties of each party and what is defined as meeting their individual obligations.
 2. The type, level and kind of products offered in a public K-12 educational institution depends on where the vending machine is placed, who will have access and who will be using the products will govern what is placed and offered in the machine. Some of the possible machine configurations are listed below.
 - a. If students have access during normal instructional hours, which will depend on each individual school class schedule, products must comply with and meet nutritional guidelines set forth by USDA, NMPED, NMSND and local governing boards. (See Exhibit 1.)
 - b. If students have access to the vending machines during or as part of the school's breakfast and/or lunch program, there may be additional requirements that apply to the products being offered in whole, in part or in place of the traditional breakfast

- and/or lunch programs. These requirements will be set by the individual agency's administration/governing board.
- c. If students have access to the vending machines outside of the normal school hours or during, before and/or after school hours, extra curricular activities and events, the individual agency's administration/governing board will establish and govern what type and level of products are made available.
 - d. It is most advantageous that the Offeror's proposed product offerings cover a number of manufacturer's products and be as complete and comprehensive in the type offered to cover all possible needs and requirements of CES Members/Participating Entities.
 - e. Contractor may suggest products that have been proven to maximize profits potential. However, each agency or location will determine the final product mix to be sold in the machines in accordance with nutritional guidelines and in response to the requests of staff, students and visitors. There is no anticipated resistance to improving sales within agency's guidelines, but no substitutions will be allowed without CES approval. New products that may be introduced during the life of the contract may be promoted with the permission of CES and its Members/Participating Entities.
3. If applicable, clearly identify the day(s) of the week, the time of day and the frequency that the Contractor will deliver, stock and/or provide services, whether it be a full-service or drop ship agreement.
 4. The Contractor and agency will agree to the methods to be utilized and the exact procedures to be followed in the event of malfunctioning machines. Any such machine must be repaired or replaced as soon as possible at no charge to the agency. Any machine that experiences repeated repairs, documented down time and similar will be replaced.
 5. Clearly identify the type and level of fees, commissions and other compensation that will be offered and any applicable incentives, penalties and conditions that may be applicable during the term of the agreement.
- G. While the Contractor's employees/service providers are accessing and departing the individual agency's facilities, they must ensure the following.
1. All structures, furnishings, utilities, roads, trees, shrubbery, etc., which may be utilized in the process of providing products, equipment, performing the services contracted or having contact with are protected against damage or interrupted services at all times and Contractor shall be held responsible for repair or replacement of any or all such property damaged by reason of the Contractor's actions or negligence.
 2. Contractor must adhere to and comply with all of the agency's policies governing and procedures in place for Contractors and visitors accessing and being within their facilities during normal operational hours.
 3. Is dressed in the appropriate attire, is easily identifiable as the Vendor's representative and conducts himself/herself in an appropriate manner at all times.
 4. Prepare, submit and/or have signed any/all delivery, service and transaction documents and/or reports that may be required as part of the program's agreement.
 5. Shall notify the agency's representative of any concerns, problems, situations and incidents that may occur while accessing and leaving the agency's facilities.
- H. All vending machines placed within an agency's facilities will be and remain the property of the Contractor and no leasing or purchasing of vending machine equipment by the agency is allowed under this category. Therefore, upkeep, maintenance, and repair required to keep the machine in good operational condition will be solely the responsibility of the Contractor. The Contractor must possess the appropriate insurance to cover any damage and/or loss that may occur to the vending machine(s) while it is within the agency's facility. The agency will be responsible for taking reasonable supervision, care and due diligence to ensure that the vending machine is protected against misuse and vandalism, but will not be responsible for

the equipment or its contents. If a machine has been repeatedly damaged due to vandalism, the agency's representative and Contractor may elect to install some type of protection, to select another more secure location or to remove the machine entirely. In the event of a catastrophic loss caused by fire, arson, flood, earthquake, etc., in which the building and its contents may be destroyed or seriously damaged, the vending machine(s) and contents will be included with agency's property for insurance claim purposes. In no case will payment exceed fair market value of the equipment.

- I. CES Members/Participating Entities may add or delete vending machine locations at any time during the life of the individual program agreement as new facilities are built or other operational considerations occur. Any such machines will be considered as part of the original placement and will not be subject to any surcharge or installation or removal fee.
- J. CES Member/Participating Entity will be responsible for providing and preparing the space, electrical/plumbing hookups that may be required for the vending machines to be placed and put into service, and any utility usage cost associated with its operation.
- K. From time to time, CES Members/Participating Entities may request placement of additional vending machines on a temporary basis to accommodate special events such as basketball finals. During these times, a machine may conceivably be emptied several times during the day/evening and Contractor must be prepared for such demand.
- L. Commission payments due and payable to each Member/Participating Entity or site hosting a machine(s) will be issued no less than one per month. Each check must be documented with accurate reports. At a minimum, each machine will be clearly set forth by serial number or other identification acceptable to CES. Factors governing commission payments may include, but are not limited to, how often machines are stocked and serviced, quantity of product stocked and sold and the resultant proceeds. Credit transactions must be identified and reported separately. This same information will be provided to CES's program administrator on a quarterly basis or a frequency agreed to for audit purposes.
- M. As the supplier of choice for the CES Member/Participating Entity, the Contractor will be entitled to certain advertising opportunities. The Offeror is cautioned that all advertising connected with the CES food and beverage program must be suitable for children, conform to individual Member/Participating Entity's policies and be approved by its representative. The Contractor is responsible for requesting and complying with the most current version of the policy. This will be true regardless of any potential adult audience or if the advertising should take place in a venue other than on Member's/Participating Entity's property, local electronic or print media or any other type of placement. If content is deemed inappropriate, the advertisement will not be allowed. Violation will be grounds for cancellation of the individual program agreement. The vending machines themselves may only carry advertising panels promoting products meeting nutritional guidelines or supporting physical activity. If the Contractor wishes to sponsor a special event taking place in a stadium or gymnasium or other venue, appropriate placement of panels, banners, promotional item, and the like will be agreed upon prior to the event. Multiple sponsors will share advertising space or other considerations equally or in proportion to the percentage of sponsorship.
- N. Advertising will be permitted on scoreboards and marquees. The Contractor may promote itself as the "official food and beverage provider for the Member/Entity" if operating under an exclusive program agreement. Advertising fees for marquees and scoreboards will be paid to the Member/Entity as an added value feature (other compensation) of the program agreement.
- O. If the Offeror intends to utilize independent distributors and/or subcontractors, it must obtain, verify and submit the following information for each one. If, after the contract is awarded, there should be an addition, change or removal of a distributor/subcontractor, the Contractor must submit and receive CES's approval of such changes. CES and its

Members/Participating Entities reserve the right to approve or disapprove these changes based on the information provided without cause.

1. Company's name, type of organization and listing of owners.
 2. Company's location(s) address, phone #, fax # and contact name and information.
 3. Company's qualifications, background and experience in providing the products and services assigned.
 4. Type of products and services to be provided and for what CES procurement region.
 5. Copy of agreement in place between the Offeror and the distributor/subcontractor.
 6. Proof of insurance coverage.
- P. Any independent distributor or subcontractor utilized to deliver, install, service and/or stock the vending machines covered by this contract must be able and willing to comply with the same terms, conditions and specifications that apply to the Contractor.
- Q. The Contractor will be responsible for communicating and updating CES, its program administrators and Members/Participating Entities in a timely manner when contact information for the company, employees and/or providers change.

Categorical Specifications

The following specifications and related information are provided as guidelines and minimum expectations of the products, equipment and services. The Offeror must indicate any deviation, exception, condition or stipulation that may apply. Place behind Tab 5.

- A. Engaging, developing, implementing and conducting a food and beverage program to meet CES Member/Participating Entity needs.
1. It will be the Contractor's responsibility to put forth the necessary resources to generate leads, promote and market its CES food and beverage contract to CES Members/Participating Entities.
 2. In conjunction with the Members/Participating Entities representative, visit, assess, and discuss the individual facilities' existing condition, available utilities, needs and requirements to develop a scope of work for the program.
 3. Develop and propose a solution that will meet the program's requirements while providing the most advantageous return on their investment possible. Any solution/program offered must clearly identify and state any associated costs, fees and commissions that apply with their terms, conditions and stipulations.
 4. Communicate and assist the agency in obtaining and establishing the necessary conditions and utilities required to prepare and utilize the solution proposed within the facilities available.
 5. Obtain, deliver, install and configure any/all equipment and associated fixtures required to implement the solution proposed.
 6. Provide all consumable supplies and materials required to prepare and conduct the food and/or drink solution/program offered.
 7. Provide all promotional and operational literature such as menu boards and directional signage, and promotional items such as printed cups, serving utensils, sports drink coolers, etc.
 8. Provide the necessary training and support services required for the Member's/Participating Entities individuals to be aware of and able to properly perform any setup, operation, maintenance and cleanup required to properly and successfully operate and conduct the proposed solution.
- B. All foods, beverages and ingredients offered for sale through vending machines under this

solicitation shall:

1. Be manufactured, processed and prepared in commissaries or establishments which comply with all applicable local, state and federal laws, rules and regulations.
 2. Be nutritionally sound, wholesome and free from spoilage, contamination and adulteration.
 3. Be stored or packaged in clean protective containers, and shall be handled, transported and vended in a sanitary manner. Wet storage or packaged products are prohibited.
- C. Readily perishable foods offered for sale through vending machines shall be dispensed to the consumer in the individual original container or wrapper into which it was placed at the commissary or at the manufacturer's or processor's plant or such products dispensed in single-service containers. In those vending machines dispensing readily perishable foods, beverages or ingredients in bulk, the bulk supplies of such foods, beverages or ingredients shall:
1. Be transferred only to a bulk vending machine container and appurtenances which are clean and have been subjected to an approved bactericidal process.
 2. Be maintained at a temperature not higher than 50° F or a temperature not lower than 150° F. Vending machines dispensing readily perishable foods shall be provided with controls which insure the maintenance of these temperatures at all times, provided that an exception may be made for the actual time required to fill or otherwise service the machine and for a maximum recovery period of thirty (30) minutes following completion of filling or servicing operations. Such controls shall also place the machine in an inoperative condition until serviced by the operator in the event of power failure or other conditions which permit the food storage compartment to attain a temperature above 50° F or below 150° F, whichever is applicable.
 3. Be provided with a thermometer which, to an accuracy of $\pm 2^{\circ}$ F indicates the air temperature of the food storage compartment.
- D. All multi-use containers or parts of vending machines which come into direct contact with readily perishable foods, beverages or ingredients shall be removed from the machine daily and shall be thoroughly cleaned and effectively subjected to an approved bactericidal process at the commissary or other approved facility, provided that the requirement for daily cleaning and bactericidal treatments may be waived for those contact surfaces which are maintained at all times at a temperature of not higher than 50° F or at a temperature of not lower than 150° F, whichever is applicable. Such parts shall, after cleaning and bactericidal treatment, be protected from contamination.
- E. The machine location shall be such as to minimize the potential for contamination of the products, shall be easily cleanable, and shall be kept clean. Proper location can be obtained for each vending machine meeting the following requirements.
1. Located in a room, area, or space which can be maintained in a clean condition and which is protected from overhead leakage from drains and piping.
 2. So located that the space around and under the machine can be easily cleaned and so that insect and rodent harborage is not created.
 3. The floor area upon which vending machines are located shall be reasonably smooth, of cleanable construction and be capable of withstanding repeated washing and scrubbing. The space for and the immediate surroundings of each vending machine shall be maintained in a clean condition.
- F. All vending machines offered and utilized under this solicitation shall be manufactured by a nationally recognized manufacturer and utilized for:
1. The vending of only those food and beverage products for which it was designed.

2. The physical environment and conditions which will allow it to operate within the manufacturer's specifications and industry standards.
 3. Products that require a water supply, the water supply and disposal of waste water must comply with and meet all federal, state and local codes, regulations, standards and requirements for domestic drinking water. The disposal of liquid waste shall be properly disposed of through a sanitary and acceptable method and, if such method is not available pending disposition, shall be kept in suitable containers so as to prevent creating a nuisance and/or health hazard.
- G. Disposal of waste materials shall be done in a manner that meets any federal, state or local standards and the following may apply depending on the environment. All trash and other waste material:
1. Shall be collected and stored in an appropriate waste storage container(s) and the waste containers emptied, cleaned and sanitized on a frequency as may be necessary to prevent a nuisance and unsightly and poor health conditions.
 2. Shall be stored in self-closing, leak-proof, readily cleanable, plainly labeled and designated waste container, or containers shall be provided in the vicinity of each machine or machines to receive used cups, cartons, wrappers, straws, closures and other single-service items.
 - 3 Shall be disposed of in a manner and in accordance with health, welfare and safety requirements.
- H. Location and placement of waste containers:
1. Shall not be located within the immediate dispensing area of vending machine unless product(s) being dispensed are provided in sealed packaging to prevent contamination.
 2. Suitable racks or cases shall be provided for multi-use containers or bottles.
 3. Shall be provided within all machines dispensing liquid products in bulk for the collection of drip, spillage, overflow or other liquid wastes. An automatic shut-off device shall be provided which will place the vending machine out of operation before such container overflows. Containers or surfaces on which such wastes may accumulate shall be readily removable for cleaning, shall be easily cleanable, and shall be corrosion resistant.
- I. The process of transporting, storing and stocking vending machines must comply with the following:
1. Supplies, ingredients and products utilized in and around vending machines must be protected from coming into contact with surfaces of containers, equipment and other supplies that may cause contamination.
 2. While in transit from the manufacturer/processor to the location of the vending machine, readily perishable foods and beverages shall be properly stored, transported and monitored in compliance and accordance with the manufacturer's/processor's specifications and the USDA's and New Mexico Public Health Department's standards, regulations and requirements.
 3. If product is to be stored by the end user, the Contractor must ensure the end user is aware of and understands all of the conditions and requirements for storing and handling the products.
- J. The type of vending machines and type of products being utilized within an individual facility will dictate the type, level and frequency of inspections to be conducted and by whom. The Contractor is responsible for being aware of and understanding any/all federal, state and local rules, regulations, codes and processes that may be required in a particular location in which a vending machine will be placed.

1. The Contractor, as a part of delivering and re-stocking the vending machines, must complete an inspection of the vending machine and the area immediately surrounding the machine and note and communicate to the CES Member any findings and/or concerns that may exist and cause an unsafe, hazardous or unhealthy condition. Such conditions must be resolved in a timely manner by the responsible party.
2. The CES Member's representative(s) must be instructed by the Contractor on how to inspect and what to look for while conducting an inspection. They must also be encouraged to conduct an inspection on a frequency that is appropriate for the use of the machine. Any unsafe, hazardous or unhealthy conditions must be noted and resolved by the responsible party.
3. The agreement between the Contractor and the CES Member must clearly identify and state which party is responsible for performing and completing inspections and tasks to ensure such unsafe, hazardous or unhealthy condition are remedied and resolved in a timely manner.
4. If either party should feel that their concerns are not being met, they shall report such concerns to the CES program administrator, who will work with both parties to resolve the concerns.

Categorical Exhibits

EXHIBIT 1 – NUTRITION RULE: COMPETITIVE FOODS SALE FACT SHEET

Definitions:

Competitive Food means a food or beverage sold at school other than one served as part of the United States Department of Agriculture School Meal Program.

A La Carte means a beverage or food product sold in schools to students during the lunch period that is not part of the United States Department of Agriculture School Meal Program.

What the Rule Says in General:

- No student in New Mexico can buy sugar or caffeinated soft drinks in their schools.
- In middle schools and high schools, a la carte sales must be low in fat and low in sugar.
- Schools who sell beverages as fundraisers will be required to provide healthier choices.

Drinks Sold in Vending Machines:

Elementary Schools

- Students can buy milk, soy milk, and water after lunch.

Middle Schools

- Students can buy water, milk, soy milk and 100 percent fruit juice.
- No carbonated drinks can be sold to middle school students.

High Schools

- Students can buy water, milk, soy milk and 50 – 100 percent fruit juice at any time.

- After lunch, high school students may also buy carbonated drinks that are both sugar-free and caffeine-free soft drinks, non-carbonated flavored water with no added sweeteners and sports drinks.

A La Carte Sales: Beverages sold through a la carte must meet the same requirements as beverages sold in vending machines.

School Sponsored Fund Raisers

- Beverages sold as fund raisers during normal school hours:
 - May be sold at any time except during the lunch period.
 - Must meet the same requirements as the vending machine rules for high school students.

At least 50% of all beverages sold as fundraisers before and/or after school hours must meet the standards set for high school vending machines (e.g. 50% of the beverages sold in football or basketball game concession stands would have to be healthy choices).

| Category (beverage/food) | Elementary | Middle School | High School |
|---|---|--|--|
| Beverage - | <p><u>Allowed after the last lunch period:</u></p> <p>Milk 2% or less</p> | <p><u>Allowed any time:</u></p> <p>Milk 2% or less Soy Milk Water 100% fruit juice that has: -No added sweeteners -No more than 125 calories/ container and a serving size not to exceed 20 oz.</p> <p>*** <u>No Carbonated Drinks</u></p> | <p><u>Allow any time:</u></p> <p>Milk 2% or less Soy Milk Water 50% to 100% fruit juice that has no added sweetener</p> <p><u>Allowed after the last lunch period:</u></p> <p>Sugar free/Caffeine Free soft drinks (must be both)</p> <p>Non-carbonated flavored water with no added sweeteners</p> <p>Sports drinks</p> |
| A La Carte (During and outside of the school day) | Beverages must meet requirements as per grade level above. | | |
| Fundraisers | Beverages sold as fund raisers during normal school hours may be sold at any time, except for during the lunch period, and must meet requirements as per grade level above. | | |

EXHIBIT 2

Member/Student Projections

| School District | No. of Students | No. of Teachers |
|--------------------------------------|------------------------|------------------------|
| Alamogordo Public Schools | | |
| Elementary | 2857 | 199 |
| Mid School | 1434 | 99 |
| High School | 1959 | 123 |
| Bernalillo Public Schools | | |
| Elementary | 1657 | 139 |
| Mid School | 787 | 61 |
| High School | 891 | 71 |
| Carlsbad Municipal Schools | | |
| Elementary | 2850 | 189 |
| Mid School | 1354 | 79 |
| High School | 1777 | 98 |
| Cimarron Municipal Schools | | |
| Elementary | 180 | 16 |
| Mid School | 169 | 14 |
| High School | 210 | 22 |
| Clovis Municipal Schools | | |
| Elementary | 4741 | 260 |
| Mid School | 1367 | 88 |
| High School | 2174 | 144 |
| Dora Consolidated Schools | | |
| Elementary | 118 | 11 |
| High School | 109 | 11 |
| Elida Municipal Schools | | |
| Elementary | 78 | 7 |
| High School | 65 | 8 |
| Espanola Public Schools | | |
| Elementary | 2863 | 198 |
| Mid School | 835 | 54 |
| High School | 1048 | 65 |
| Estancia Municipal Schools | | |
| Elementary | 460 | 33 |
| Mid School | 154 | 15 |
| High School | 319 | 19 |
| Farmington Municipal Schools | | |
| Elementary | 4398 | 326 |
| Mid School | 2379 | 159 |
| High School | 2967 | 172 |
| Jemez Mountain Public Schools | | |
| Elementary | 186 | 17 |
| Mid School | 90 | 7 |
| High School | 92 | 8 |

Member/Student Projections

| School District | No. of Students | No. of Teachers |
|--|-----------------|-----------------|
| Jemez Valley Public Schools | | |
| Elementary | 132 | 9 |
| Mid School | 77 | 9 |
| High School | 274 | 26 |
| Los Alamos Public Schools | | |
| Elementary | 1837 | 116 |
| Mid School | 583 | 43 |
| High School | 1194 | 79 |
| Magdalena Municipal Schools | | |
| Elementary | 232 | 23 |
| Mid School | 102 | 11 |
| High School | 117 | 10 |
| Maxwell Municipal Schools | | |
| Elementary | 48 | 7 |
| Mid School | 14 | 3 |
| High School | 32 | 5 |
| Mesa Vista Consolidated Schools | | |
| Elementary | 209 | 14 |
| Mid School | 85 | 7 |
| High School | 164 | 13 |
| Moriarty-Edgewood Schools | | |
| Elementary | 2075 | 157 |
| Mid School | 718 | 46 |
| High School | 1259 | 67 |
| Pecos Independent Schools | | |
| Elementary | 367 | 26 |
| Mid School | 184 | 14 |
| High School | 209 | 16 |
| Penasco Independent Schools | | |
| Elementary | 291 | 17 |
| Mid School | 125 | 8 |
| High School | 201 | 15 |
| Pojoaque Valley Public Schools | | |
| Elementary | 980 | 61 |
| Mid School | 346 | 27 |
| High School | 659 | 43 |
| Questa Independent Schools | | |
| Elementary | 219 | 19 |
| Mid School | 55 | 2 |
| High School | 153 | 17 |
| Raton Public Schools | | |
| Elementary | 682 | 47 |
| Mid School | 346 | 22 |
| High School | 395 | 30 |

Member/Student Projections

| School District | No. of Students | No. of Teachers |
|---|-----------------|-----------------|
| Roswell Independent Schools | | |
| Elementary | 4426 | 278 |
| Mid School | 2100 | 149 |
| High School | 2745 | 145 |
| Santa Rosa Consolidated Schools | | |
| Elementary | 289 | 20 |
| Mid School | 159 | 12 |
| High School | 206 | 18 |
| Socorro Consolidated Schools | | |
| Elementary | 816 | 60 |
| Mid School | 420 | 32 |
| High School | 753 | 51 |
| Taos Municipal Schools | | |
| Elementary | 1253 | 94 |
| Mid School | 674 | 48 |
| High School | 1202 | 83 |
| Tucumcari Public Schools | | |
| Elementary | 507 | 40 |
| Mid School | 291 | 22 |
| High School | 306 | 24 |
| Zuni Public Schools | | |
| Elementary | 527 | 41 |
| Mid School | 277 | 24 |
| High School | 520 | 36 |
| Sub-Total | 72,403 | 4,898 |
| Administrative and Support Personnel | | 2,449 |
| Total | 72,403 | 7,347 |
| Total Public School Personnel | | 79,750 |
| Albuquerque Non Public Schools | | |
| Fatima and Assumption | 451 | 21 |
| Post-Secondary Institutions - Higher Ed. | | |
| NM State University | | |
| NM State University- Carlsbad | | |
| UNM - Los Alamos | | |
| Albuquerque – TVI | | |
| Luna Community College | | |
| Mesalands Community College | | |
| San Juan College | | |
| St John's College | | |

Categorical Required Responses

- A. The proposal must include the documentation and written responses requested under Section 1: Instructions to Offerors, Part F: Proposal Submission, Item 4: Vendor Qualifications (page 9) that is to be placed behind Tab 4.
- B. The proposal must include documentation and written responses to the following. Please clearly identify, organize and place the responses after Tab 5.
 1. State your understanding of the Scope of Work requested. Identify the technical approach you will use to fulfill the contract requirements.
 2. Provide a brief overview of the products, equipment and services that you are proposing to offer under this category.
 3. Discuss the types and levels of vending machines you are offering for use and include types of products, capacity, number of choices and manufacturer, model and date the machine was first made available from the manufacturer.
 - a. Vending machines must be offered that can be turned off during designated periods. Acknowledge your understanding that the vending machines must be equipped with vendor supplied timers. The timers are required in order to meet state regulations. Discuss the timers you will supply and specifics of their operation.
 - b. Discuss the energy efficiency and approximately how much it costs to operate each type of machine per year. Do your machines have the capability to be turned off and on while maintaining products at cold temperatures? Are machines also equipped with a counting device to accurately record the quantity of products sold? What ratio of machines are recommended for “x” number of students/staff? What is the average life of a vending machine? Based on the data provided, if you were engaged to provide the number of machines required, how long would it take for these units to be delivered and up and running at the sites?
 - c. Discuss the electrical and plumbing requirements, including the need for dedicated circuits and similar, as well as space or any other special considerations that must be accommodated before a machine can be installed. Since vending machines are widely used in the CES Member’s/Participating Entities’ facilities, it is assumed that most placements will be routine. However, any cost incurred to upgrade electrical capacity or improve a facility at the request of the Contractor will be done at the expense of the Member/Participating Entity. All such requests will be coordinated with the Maintenance and Operations Department before any work is done. The Member/Participating Entity may request that the Contractor do the work and bill the Member/Participating Entity. If the Contractor is asking to do the work, both parties must agree on a suitable outside firm properly licensed and able to do the work. It is stressed that any work of any kind will be strictly performed to meet all state and local codes and acceptable construction practices.
 - d. While most K-12 educational institutions are closed during the summer months for traditional classes, the sites are still available and in use for visiting staff, athletic practices, community meetings, summer school and recreation programs. Some sites operate as year-round schools. Will you prefer to remove these machines or leave them in place disconnected and empty? If machines remain operational, how often will you require access to the building for maintenance, money collection, etc.?
 4. CES is seeking both a full service and a drop-shipment program agreement to be negotiated with its Members/Participating Entities.
 - a. Discuss the criteria that you would recommend be utilized to determine which type of program agreement would be most advantageous. How will you accomplish this given the number of agencies and the size of the coverage area? Offeror must

- demonstrate that it is able to accommodate deliveries to stock a large number of machines that may need replenishing several times per month and those needing only once per month. How will you avoid stock outs? How will you handle emergency orders or cover large events such as basketball finals?
- b. Provide information on the staffing and other resources available to service each of the CES procurement regions you are proposing to service. Will it be necessary for you to hire additional people and/or contract with independent distributors /subcontractors? Do you utilize any hiring practices which screen individuals who will have access to children? Are your employees/distributors/subcontractors bonded? Acknowledge your understanding that fraternization with staff and students is unacceptable behavior and will be grounds for replacement of any individual servicing any site where the behavior is reported.
 - c. Discuss your delivery vehicles; are they readily identifiable and do you have enough to handle this contract? Note that it will be necessary for your employees to check in and out on each campus. How are your routes established? Do you have the resources to continue servicing CES Members/Participating Entities during peak sales periods such as the New Mexico State Fair or the Balloon Fiesta? Can you provide CES Members/Participating Entities with additional machines for a large event? How much advance knowledge will you require? Will evening events be a problem?
 - d. Discuss your procedure should a machine require service and include your escalation procedure and response time to repair or replace a machine. Include who the CES site would contact to report a problem, whether parts are available locally, how vandalism is handled, criteria for replacement of a high volume machine, and your definition of a high volume machine. Are your machines on a specific preventative maintenance schedule, and how will you interface with the site for needed repairs?
5. Discuss your existing policies and procedures governing how money is removed, tracked and accounted for. Detail your refund procedure for bad product and machine malfunction and include details about timeliness of refunds and escalation procedure.
 6. Discuss how your organization goes about selecting products to offer and your knowledge and understanding of how your products meet or do not meet federal and state student nutritional guidelines and recent New Mexico legislation relative to food and beverage sales in public K-12 schools. What “mix” do you recommend in your machines? Provide a market ranking of your products in the New Mexico area, and highlight the top sellers for your company. Discuss and provide product data sheets for those food and beverage items you offer that meet the guidelines and legislation noted above, such as waters, juices, non-caffeinated teas, sport drinks, dried fruit, nutrition bars, cheese and crackers, etc. How do you envision introducing new products? Indicate your agreement to sponsor a community-wide taste sampling to assist in selection of the initial product mix.
 7. Discuss commissions and payment processes and procedures your organization would like to see utilized and that will be utilized during final contract negotiations.
 - a. Note the projected annual drink sales volume may exceed 50,000 cases. If bottles are offered, the selling price of soft drinks/water will not exceed \$1.00. The selling price of bottled juice and sports drinks will not exceed \$1.25. If 12 oz. cans are offered, the selling price will not exceed \$0.75. Cost to CES Members/Participating Entities will remain firm; any proposed cost increase must be supported by documentation thirty (30) days prior to a proposed increase and must be approved by CES. It is expected that cost decreases will be passed on to CES Members/Participating Entities. Any changes to this structure will be reviewed as part of the anniversary of the contract

- renewal. CES will make the final determination as to what the market will bear for pricing.
- b. Note that food items are a new commodity and there is no available usage data available; therefore, the Offeror probably has a better idea of what may be possible.
 - c. Each disbursement must be no less often than once per month. It must be accompanied by a complete list of machines issued to the location, detailing on what date each was stocked and with how many items, how many were sold, credits issued and the resultant total. Please provide a sample disbursement form. Is there a required volume for any machine or product? Will a machine be removed if it is not generating enough revenue?
 - d. Provide a proposed commissions schedule and discuss how commissions are calculated. Include details on whether you pay a percentage based on units sold or money collected; identify if figures provided are gross or net. Describe how credits will be addressed at the sites; include your refund policy and how they will be handled at the sites. Detail your complaint resolution process. Discuss the availability of promotional options or incentive which may be offered. These are typically additional commissions or percentages of sales donated back to the Member/Participating Entity. If available, identify the criteria for earning these funds and parameters for their distribution.
 - e. Discuss the value of annual exclusive rights revenues and how they will be paid. What is your minimum payment for commissions and annual marketing rights fees for year one? Assuming that the contract will be renewed, what will transpire in subsequent years? Exhibit 2 details the current number of students, staff, facilities and other district demographics for your general information.
8. Discuss any other value-added services that you plan to offer. What types of advertising will you utilize? What types of media? While CES and its Members/Participating Entities do not expect the Contractor to sponsor each special event/activity, discuss your organization's philosophy, policies, procedures and the criteria utilized for determining those events/activities in which your organization will participate. How will you promote new products?
- a. Discuss the value of the following specific marketing opportunities. The amounts specified are in addition to other revenue listed in your proposal.
 - 1) Athletic, Recreational and Activity Sponsorships
 - a) Scoreboard/marquee panels, signs, billboards and promotional items. Provide the commission schedule with the proposed amount of revenue you might consider providing for inclusion and/or involvement with each of the above areas where applicable.
 - b) Event programs.
 - c) Athletic, program and Coach Recognition Program.
 - d) As new programs are added, the successful Contractor will have the opportunity to submit a sponsorship proposal.
 - 2) Meetings, Conferences, Conventions, Scholarship Programs, etc.
 - a) Electronic and printed media, signs, billboards and promotional items. Provide the commission schedule with the proposed amount of revenue you might consider providing for inclusion and/or involvement with each of the above areas where applicable.
 - b) Event invitations and programs.
 - c) Individual recognition programs.
 - d) As new programs are added, the successful Contractor will have the opportunity to submit a sponsorship proposal.

- 3) Discuss sponsorship of professional development and student educational-related activities for CES Members/Participating Entities, local level administrators, support staff and student groups.
- 4) Discuss your willingness to participate in promotions with local business, industry and professional groups where sales of your product would generate sponsorship funds for the sponsoring Member/Participating Entity.

**Categorical Fees, Commissions, Added Value and Cost Considerations and Submittal
(Place after Tab 6)**

- A. CES is utilizing a Request for Proposal (RFP) to acquire the products, equipment and services requested within this category. The methodologies and commission schedules that respondents may offer in response to this category relies greatly on the type of business structure and level of products provided and their ability to serve CES procurement regions they are proposing to serve.
1. Discuss in a written narrative and provide the necessary support documentation and commission schedules to explain and describe the commission and payment processes and procedures your organization would like to see utilized and that CES will utilize during negotiations to establish a final contract.
 2. Note the projected annual drink sales volume may exceed 50,000 cases. If bottles are offered, the selling price of soft drinks/water will not exceed \$1.00. The selling price of bottled juice and sports drinks will not exceed \$1.25. If 12 oz. cans are offered, the selling price will not exceed \$0.75. Cost to CES Members/Participating Entities will remain firm: Any proposed cost increase must be supported by documentation thirty (30) days prior to a proposed increase and must be approved by CES. It is expected that cost decreases will be passed on to CES Members/Participating Entities. Any changes to this structure will be reviewed as part of the anniversary of the contract renewal. CES will make the final determination as to what the market will bear for pricing.
 - a. Note that food items are a new commodity and there is no available usage data available; therefore, the Offeror probably has a better idea of what may be possible.
 - b. Each disbursement must be no less often than once per month. It must be accompanied by a complete list of machines issued to the location, detailing on what date each was stocked and with how many items, how many were sold, credits issued and the resultant total. Please provide a sample disbursement form. Is there a required volume for any machine or product? Will a machine be removed if it is not generating enough revenue?
 - c. Provide a proposed commissions schedule and discuss how commissions are calculated. Include details on whether you pay a percentage based on units sold or money collected; identify if figures provided are gross or net. Describe how credits will be addressed at the sites; include your refund policy and how they will be handled at the sites. Detail your complaint resolution process. Discuss the availability of promotional options or incentive programs. These are typically additional commissions or percentages of sales donated back to the Member/Participating Entity. If available, identify the criteria for earning the funds and parameters for their distribution.
 - d. Discuss the value of annual exclusive rights revenues and how they will be paid. What is your minimum payment for commissions and annual marketing rights fees for year one? Assuming that the contract will be renewed, what will transpire in

- subsequent years? Exhibit 2 details the current number of students, staff, facilities and other district demographics for your general information.
3. Discuss any other value-added services that you plan to offer. What types of advertising will you utilize? What types of media? While CES and its Members/Participating Entities do not expect the Contractor to sponsor each special event/activity, discuss your organization's philosophy, policies, procedures and the criteria utilized for determining those events/activities in which your organization will participate. How will you promote new products?
 - a. Discuss the value of the following specific marketing opportunities. The amounts specified are in addition to other revenue listed in your proposal.
 - 1) Athletic, Recreational and Activity Sponsorships
 - a) Scoreboard/marquee panels, signs, billboards and promotional items. Provide the commission schedule with the proposed amount of revenue you might consider providing for inclusion and/or involvement with each of the above areas where applicable.
 - b) Event programs.
 - c) Athletic, program and Coach Recognition Program.
 - d) As new programs are added, the successful Contractor will have the opportunity to submit a sponsorship proposal.
 - 2) Meetings, Conferences, Conventions, Scholarship Programs, etc.
 - a) Electronic and printed media, signs, billboards and promotional items. Provide the commission schedule with the proposed amount of revenue you might consider providing for inclusion and/or involvement with each of the above areas where applicable.
 - b) Event invitations and programs
 - c) Individual recognition programs.
 - d) As new programs are added, the successful Contractor will have the opportunity to submit a sponsorship proposal.
 - 3) Discuss sponsorship of professional development and student education-related activities for CES Members/Participating Entities, local level administrators, support staff and student groups.
 - 4) Discuss your willingness to participate in promotions with local business, industry and professional groups where sales of your products would generate sponsorship.
 4. Provide product price sheets that clearly identify the products, their specifications, packaging, unit of measure and unit cost to be paid by the Member/Participating Entity.
 - B. Provide, discuss and explain any/all miscellaneous and other costs associated with delivering the products and equipment and performing the services requested herein that are not covered in another item.
 - C. Include any additional information that you feel will substantiate why the proposed solutions, in financial terms, are the most advantageous to CES and its Members and Participating Entities.

Categorical Proposal Evaluation Factors

- A. Interested Offerors will submit their packages in accordance with and as required by this solicitation. CES will establish a committee to review all responses. The committee will be chaired by a CES procurement representative, who will be a non-voting member insuring compliance with New Mexico procurement regulations. Each committee member will score the proposals separately. Individual scores will be averaged to obtain a consensus score.

- B. All committee members will be in attendance at all meetings. In the event of the unforeseen resignation of a committee member due to illness or other extenuating circumstance, the selection committee reserves the right to replace the individual with an appropriate designee or to continue with the remaining members only. The full committee will be maintained unless the process has evolved beyond the point wherein a designee could reasonably recover full knowledge of prior proceedings. In this event, selection will be based upon the scores of the remaining members. Written documentation will be provided to the procurement file.
- C. The committee may choose to select a group of respondents who make up a shortlist/finalist.
- D. The committee may wish to make site visits, to conduct additional interviews and/or finalist presentations. Should presentations be requested from short-listed Offerors, the presentation would be to the evaluation committee. If presentations from short-listed firms are scored, the scoring will follow the same criteria as the initial scoring of proposals as listed below.
- E. The Offerors will be ranked from the highest number of points to the lowest. The evaluation committee will make recommendations to CES for final award for each CES procurement region and may recommend that one or multiple provider(s) be awarded for each region in order to provide CES Members with the most flexible and advantageous solutions to meet their individual needs. Clarification or additional information may be requested at any time during the process. The selection of the successful Contractor(s) will be based upon the following criteria.

| | |
|--|-----------|
| 1. Respondent has submitted a responsive proposal | Yes/No |
| 2. Offeror's qualifications | 25 Points |
| 3. Assortment, type and level of equipment offered | 10 Points |
| 4. Services offered | 10 Points |
| 5. Selection, type and kinds of products offered | 10 Points |
| 6. Fees and commission offered | 35 Points |
| 7. Value added services and other compensations | 10 Points |

Maximum Total Points Available > 100 Points

Category 2: Provider(s) of Products, Equipment and/or Services Required to Offer a Variety of Snack, Food and Drink Items Found Within Public Institutions, Agencies and Extra-Curricular Activities, Fundraisers and Concession Programs

This category is divided into several sections. Those sections are as outlined below:

- Introduction
- Categorical Scope of Work
- Categorical Definitions
- Categorical Terms and Conditions
- Categorical Specifications
- Categorical Required Responses
- Categorical Price and Cost Considerations
- Categorical Proposal Evaluation Factors

Introduction

There are various departments, clubs, organizations, and programs within and/or associated with CES Member's/Participating Entities that conduct fundraisers and concessions before, during and after school or normal operational hours to generate additional revenues to supplement, assist and/or provide transportation services, supplies, materials, equipment and/or resources to improve, enhance, add to and/or support the various programs and activities for which they were established. Examples of these groups include, but are not limited to, Booster Clubs, Parent/Teacher Organizations, Office, Distributive and Vocational Education Associations, Activity Clubs and Organizations, Cafeteria, Athletic and Recreational Departments, etc. Since these CES Member's/Participating Entities serve children from early childhood to adult who are clients and/or participants in public educational institutions and governmental agencies, by cooperatively and collaboratively acquiring the needed products, equipment and services required to conduct these fundraisers and concessions, these groups can obtain a cooperative (volume discount) price which would allow them to generate additional funds. CES has been asked by its Members and Participating Entities to solicit for and put into place contracts that they could utilize to acquire these products, equipment and services.

Categorical Scope of Work

CES is seeking provider(s) who possess the qualifications, background, experience, resources and understanding of the type and level of products, equipment and services needed for CES Member's/Participating Entities' departments, clubs, organizations, and programs to organize, prepare and/or conduct fundraisers and concessions during/as part of various types of activities and events. The products, equipment and services may include, but is not limited to:

- A. Obtaining, providing/delivering and installing various types of fundraising and concession equipment, fixtures and associated accessories and options. Such equipment, fixtures and materials may include, but is not limited to:
 1. Food storage, preparation, serving and display equipment, fixtures and accessories
 - a. Reach-in, display, milk and food preparation refrigerators and freezers.
 - b. Ice cream machines and accessories.

- c. Food warmers and holding units.
 - d. Grills, fryers, microwave ovens.
 - e. Mixers, food processors and slicers.
 - f. Popcorn poppers, snow cone and cotton candy machines.
 - g. Hot and cold display cases.
 - h. Serving-related equipment and fixtures.
 - i. Menu and advertising equipment and fixtures.
2. Beverage storage, dispensing and display equipment and fixtures and accessories.
 - a. Refrigerated storage and display units.
 - b. Beverage dispensing and self-serve equipment, fixtures and accessories.
 - c. Slush machines.
 - d. Blenders and accessories.
 - e. Ice machines and dispensing units.
 - f. Display and serving-related equipment and fixtures.
 - g. Advertising equipment and fixtures.
 3. Hot and cold snacks, foods, condiments
 - a. Sandwiches, pizza, burritos, baked potatoes, fries, onion rings, chicken nuggets, etc.
 - b. Fruits, vegetables, produce and other salad related products.
 - c. Nutritional bars, pastries, candy bars, chips, dried fruit, etc.
 - d. Ice cream and yogurt products.
 - e. Condiments, baking and cooking spices and related products.
 4. Hot and cold beverages
 - a. Fruit and vegetable juices and sports drinks
 - b. All types of coffee, tea, cappuccinos, espresso, soups, etc.
 - c. Canned, bottled and fountain syrup, regular and sugar-free, caffeinated and non-caffeinated sodas.
 - d. Regular, chocolate and flavored non-fat or 1% low fat milk.
 5. Food preparation and serving utensils.
 - a. Pots, pans, trays, condiment, cooking and serving utensils.
 - b. Paper and Styrofoam products, towels, napkins, hot and cold cups, plates, boxes, trays, etc.
 - c. Plastic flatware, hot and cold cups, plates, serving trays and boxes, wrapping paper, etc.
 - d. Cleaning supplies, equipment and materials.
 - e. Other miscellaneous and related supplies, equipment and materials.
- B. The Offeror may propose to offer equipment and fixtures under a purchase, rental or lease option.
- C. Services offered may include, but are not limited to:
1. Consulting and equipment orientation and training.
 2. Product delivery only.
 3. Equipment and fixture delivery, installation, setup, maintenance and repair.
 4. Other miscellaneous and related services.

Categorical Definitions

A La Carte - Food or drink products sold in schools to students during the lunch period that is not part of the United States Department of Agriculture School Meal Program.

Adulterated Food - A food is adulterated if it bears or contains any poisonous or

deleterious substance which may be injurious to health, if it bears or contains any added poisonous or deleterious substance for which no safe tolerance has been established by regulation or in excess of such tolerance if one has been established, if it consists in whole or in part of any filthy, putrid, or decomposed substance, or if it is otherwise unfit for human consumption, if it has been prepared, packed or stored under insanitary conditions whereby it may have become contaminated with filth or rendered injurious to health, or if the container is composed in whole or in part of a poisonous or deleterious substance which may render the contents injurious to health.

ANSI – American National Standards Institute www.ansi.org.

ASTM - American Society for Testing and Materials International (610) 832-9585
www.astm.org.

CFR – Code of Federal Regulations (866) 512-1800; available from the Governmental Printing Office (202) 512-1800 www.gpoaccess.gov/cfr/index.html.

Competitive Food - Food or drink products sold at school other than ones served as part of the United States Department of Agriculture School Meal Program. The term includes any item sold in vending machines, a la carte or through other school fundraising efforts.

Competitive Food Sales - New Mexico Administrative Code, Title 6, Chapter 12, Part 5.

Contractor's Representative - The firm or Offeror's actual branch, department, division, or unit that will be providing resources and perform the services to individual CES Members.

CPSC – Consumer Product Safety Commission www.cpsc.gov.

EPA – Environmental Protection Agency www.epa.gov.

FCC – Federal Communications Commission www.fcc.gov.

Food – Defined as any raw, cooked or processed edible substance, beverage or ingredient used or intended for use in whole or in part for human consumption.

Fundraisers - Food or drink products sold to raise money that are not sold in vending machines, a la carte sales or as part of the United States Department of Agriculture School Meal Program.

Hot Liquid Food or Beverage – Any liquid food or beverage, the temperature of which at the time of service to the consumer is at least 150° F.

Install – Tasks, activities and operations at project sites including unloading, unpacking, assembling, erecting, placing, setting up, configuring and putting purchased equipment and fixtures into operation.

ISO - International Organization for Standardization www.iso.ch; available from ANSI (202) 293-8020 www.ansi.org.

Misbranding - The use of any written, printed or graphic matter or accompanying products or containers dispensed from vending machines, including signs or placards that misleads

or miscommunicates the contents and/or nutritional value of the products.

MSDS – Material Safety Data Sheets.

NAIMA - North American Insulation Manufacturers Association www.naima.org.

NEMA - National Electrical Manufacturers Association www.nema.org.

NFPA – National Fire Protection Association www.nfpa.org.

NMPED – New Mexico Public Education Department www.ped.nm.us.

OSHA – Occupational Safety Hazard Administration www.osha.gov.

Readily Perishable Food – Any food or beverage or ingredients consisting in whole or in part of milk, milk products, eggs, meat, fish, poultry, or other food capable of supporting rapid and progressive growth of micro-organisms which can cause food infections or food intoxication. However, products in hermetically sealed containers processed by heat to prevent spoilage and dehydrated, dry or powdered products as low in moisture content as to preclude development of microorganisms are excluded from the terms of this definition.

Regulations - Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules and conventions that control performance of the work.

The terms "must," "shall," "will," "is required," or "are required" – Identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the Offeror's proposal.

The terms "can," "may," "should," "preferably," or "prefers" – Identify a desirable or discretionary item or factor.

United States Department of Agriculture School Meal Program – The federal government agency that set policy and regulations for the National School Lunch Program.

Categorical Terms and Conditions

The following Categorical Terms and Conditions are in addition to the applicable General Terms and Conditions. Please review them and sign the Acceptance of Terms and Conditions (Form E). Place after Tab 5.

- A. Product lines and catalogs offered must have items clearly priced and must provide a CES discount off the published price. The CES discount can vary by product line, catalog, product manufacturer, category of product and/or quantity ordered, but must be clearly identified in the cost proposal. Place behind Tab 6.
- B. The products/equipment offered that have a life expectancy of more than three (3) years must be fully warranted for twelve (12) months by the Vendor, regardless of any shorter warranty by a manufacturer. All other products and merchandise must carry a guarantee against defect and workmanship for a period not less than ninety (90) days from date of purchase. Faulty

merchandise must be exchanged or money refunded as requested by the CES Member/Participating Entity.

- C. If required by federal, state or local code, rules, and regulations and/or requested by the CES Member/Participating Entity, the Contractor shall provide MSDS or nutritional fact sheets for all products. In addition, products must meet and comply with all OSHA, EPA, USDA and public health codes and standards.
- D. The Offeror agrees that all catalogs distributed by the Offeror and its sales representative(s) or by mail to CES Members/Participating Entities will have a cover label/insert that identifies that the catalog's contents are available through a CES contract. The label/insert will identify the CES contract number and discount level(s).
- E. The Offeror must clearly identify in its response all freight, handling and minimum order requirements, along with all special terms, conditions and stipulations that apply. (For example, if next day or second day delivery is exempt from free freight, this must be noted.) Place behind Tab 6.
- F. The Offeror must guarantee complete satisfaction with products, equipment, supplies and materials and services delivered under this solicitation. Offeror will accept return, shipping prepaid by Offeror, of any materials purchased by a Member and found to be unacceptable.
- G. If the Offeror provides any type of incentive programs and/or volume discounts, they must be listed and described in the proposal.
- H. As part of this solicitation, CES is seeking Offerors that provide both new and used concession equipment and fixtures. "New" is defined as those item that come new from the manufacturer. "Used" is defined as those items that have been used, returned/traded and are still in good physical and operational condition or have been reconditioned to good condition. The Offeror, when proposing and/or providing used equipment, must disclose this fact to the buyer and guarantee that equipment is in good physical and working condition and meets or exceeds all existing federal, state and industry standards.
- I. Upon request, the Offeror must have a knowledgeable and experienced representative available to assist the CES Member/Participating Entity with assessing, evaluating and developing an understanding of what supplies, materials, equipment and fixtures are needed to properly implement and conduct a successful fundraiser/concession program. When a program has been developed, the Offeror's representative shall prepare and submit a solution and cost proposal for the Member/Participating Entity to consider. If the Member/Participating Entity wishes to proceed, the Offeror's representative will assist in preparing and submitting their order.
- J. For evaluation purposes, and to categorize the Offerors' responses into specific areas of products, equipment and services, CES has identified and classified the items solicited into specific categories. Offerors may offer any or all of the categories. However, CES is seeking solutions that are advantageous and meet its Members'/Participating Entities' individual program needs and requirements while complying with federal, state and local philosophy, policies and procedures. These are listed below.
 - 1. Food storage, preparation, serving and display equipment, fixtures and accessories.
 - 2. Beverage storage, dispensing and display equipment and fixtures and accessories.
 - 3. Hot and cold snacks, foods, condiments.
 - 4. Hot and cold beverages.
 - 5. Food preparation and serving utensils.

Categorical Specifications

The following specifications and related information are provided as guidelines and minimum expectations of the products, equipment and services. The Offeror must indicate any deviation, exception, condition or stipulation that may apply. Place behind Tab 5.

- A. The Offeror shall establish and conduct a marketing program that will communicate to and make CES Members/Participating Entities aware of their products, equipment and services available to meet their fundraising and concession needs.
 - 1. It will be the Contractor's responsibility to put forth the necessary resources to generate leads, promote and market its CES contract to CES Members/Participating Entities.
 - 2. In conjunction with the Member's/Participating Entities representative, visit, assess, and discuss the individual facilities' existing condition, available utilities, needs and requirements to develop a Scope of Work for the program.
 - 3. Develop and propose a solution that will meet the program's needs and requirements. Any solution/program offered must clearly identify the type of products and/or equipment with their associated costs and any special conditions, facilities and/or utilities that may need to be addressed or put into place. Assist the Member/Participating Entity in obtaining and establishing the necessary conditions, facilities and utilities required to properly prepare for and utilize the products and equipment in their concession environment.
 - 4. Obtain, deliver, install and configure any/all equipment, fixtures and accessories required to implement the purchased solution.
 - 5. Provide the necessary training and support services required for the Member's/Participating Entities staff, students and/or volunteers to properly set up, operate, maintain and meet their customers expectations and desires.
- B. All foods, beverages and ingredients offered for sale within any fundraiser/concession activity shall:
 - 1. Be manufactured, processed and prepared in commissaries or establishments which comply with all applicable local, state and federal laws, rules and regulations.
 - 2. Be of the highest quality, nutritionally sound, wholesome and free from spoilage, contamination and adulteration.
 - 3. Be packaged, handled, stored and transported in accordance with federal, state and local standards and guidelines.
- C. Readily perishable foods offered for sale shall be offered in both single-serve portions and bulk, and must be delivered in the original container, wrapper and packaging in which it was placed at the commissary or at the manufacturer's or processor's plant. For those readily perishable foods, beverages or ingredients offered in bulk, the Contractor must communicate and ensure the buyer is informed, educated and made aware of the proper and required methods and processes needed to store, prepare, handle and serve the readily perishable foods to their customers.
- D. Readily perishable foods, beverages and ingredients, while in transit from the manufacturer/processor to the distributor and the Member's/Participating Entity's facilities, shall be properly stored, transported and monitored in compliance and accordance with the manufacturer's/processor's specifications, and the USDA's and New Mexico Public Health Department's standards, regulations and requirements.
- E. All equipment, fixtures and accessories offered, sold and installed under this solicitation will be from nationally recognized manufacturers, and be designed, manufactured and intended for commercial or industrial use.
 - 1. If equipment and fixtures require installation and/or utility connections, the Contractor must ensure that the facility receiving the equipment or fixtures is properly set up to

receive and have the equipment installed. Any installation and work performed under this solicitation that requires licensed tradesman must be done in accordance and compliance with all federal, state and local codes, regulations and requirements relating to health safety and construction standards.

2. Work and materials installed will be in compliance with the following agencies: U.S. Public Health Service, local New Mexico Health Department, New Mexico Construction Industries, National Board of Fire Underwriters (NBFU), Occupational Safety and Health Administration (OSHA), National Sanitation Foundation (NSF), Underwriter's Laboratory® (UL), American Gas Association (AGA) and National Fire Protection Association (NFPA). Upon request, the Offeror must be willing and able to identify how each of the products being offered meets or exceeds each of the above noted organizations/agencies standards.
3. All major appliances and their components offered under this solicitation shall be guaranteed free from defects and any faulty workmanship for a minimum period of at least one (1) year after final acceptance. Any extended warranty offered by the manufacturer will be described and offered.
4. Refrigeration components shall have a minimum of five (5) years warranty parts and labor and one (1) year including labor, parts, materials and travel. The Offeror must be willing and able to extend any manufacturers 30-day, 60-day or 90-day labor and parts warranty to one (1) full year requirement for replacement of faulty parts or poor workmanship.
5. If the Offeror is not going to be the warranty provider or the Offeror is going to utilize other manufacturer's service providers, provide a list of service providers authorized by the manufacturer to service equipment/appliances offered. Include a local contact person, phone and facsimile numbers and street/ mailing address for each. (Place behind Tab 4.)
6. For small and portable equipment/products offered, the Offeror can offer depot warranty service. Unless otherwise specified as equipment/products covered by depot service, the normal warranty will apply. The CES member will be responsible for shipping/insurance or bringing the equipment to the Offeror's designated location. The Offeror will be responsible for all return shipping and insurance. For items too large to ship, the Offeror must offer on-site warranty as noted above.
7. Upon completion of delivery and the performance of the work, the Offeror will provide the CES Member with the associated owners/operators manuals, warrantee documents and other related information.

F. Small equipment and fixtures:

1. The Offeror must include price schedules/catalogs for all equipment and fixtures offered under this solicitation. (Place behind Tab 6.) Small equipment/appliances and fixtures proposed must be suitable for commercial food service use.
2. Offeror must have one or more complete lines (either in stock or quickly available) of food preparation, cooking, holding and serving appliances/equipment and accessories. These lines should include, but not be limited to: mixers, food processors and blenders, juice extractors, slicers, can openers (manual and electric), griddles and fryers (gas and electric), microwave ovens, bread and bun toasters, peanut roster, special ovens (nacho cheese warmers, cheese melters), conveyor broilers and ovens, infrared broilers, popcorn poppers, ice cream, snow cone and cotton candy machines, beverage dispensers, ice machines, holding and display cabinets.
3. Offeror must have one or more complete lines (either in stock or quickly available) of fixtures to display and serve food and beverages within a concession environment. These lines should include, but not be limited to: serving carts (drop-leaves carts, open carts, pastry towers, dessert carts, iced carts and buffet carts), tables, standing and tabletop

display, signs and sign holders, salad bar components and carts, mobile buffet carts. All items should be available in a variety of shapes, sizes, materials and colors. Such products may be identified in a catalog. Place behind Tab 6.

4. Furniture: mobile and related products, folding tables (catering tables and room-service tables), food carriers, water stations, waste containers and disposal units, fast food high chairs, booster seats and youth seats, wardrobe accessories including racks, portable valet, wall valet, hangers. All items should be available in a variety of shapes, sizes, materials and colors. Such products may be identified in a catalog. Please place behind Tab 6.
5. Offeror must have one or more complete lines (either in stock or quickly available) of food preparation and serving supplies and materials. These lines should include, but are not limited to:
 - a. Paper, Styrofoam and plastic products such as plates, compartment plates, platters, mugs, cups, tumblers, goblets, saucers, bowls and insulated related items. Prices must be per dozen (indicate minimum quantity that can be ordered), if applicable. Indicate size in inches or ounces of capacity, depending on item. Such products may be identified in a catalog. Place behind Tab 6.
 - b. Preparation and cooking utensils including knives, cutlery, whips, paddles, mashers, kitchen spoons, ladles, skimmers, tongs, scoops, pastry baskets, fryer baskets, culinary, cutting boards, pots, pans, double boilers, baskets, grates, screens, food measuring devices, thermometers, pastry brushes and other food preparation kitchen items. Such products may be identified in a catalog. Place behind Tab 6.
 - c. Service utensils including beverage servers and pitchers (insulated, plastic, glass, stainless steel, all in a covered and/or uncovered version); punch bowls (with or without pedestal base); insulated serving plates; salad bowls, relish trays, food trays (including compartment, fast food, cafeteria and meal delivery style trays); tray stands; salt and pepper shakers and condiment servers (sugar, syrup, cheese, wire and cruet racks); tabletop accessories (sugar packet holders, corn holders, various canisters, sign holders, table covers, cloth napkins); salad bar and banquet service accessories (sneeze guards, chafing dishes, ice molds, buffet trays and utensils, soup service, display mirror trays); food storage containers (with or without handles, flip top lids). All items should be available in a variety of shapes, sizes, materials and colors. Such products may be identified in a catalog. Please place behind Tab 6.

Categorical Exhibits

NUTRITION RULE: COMPETITIVE FOODS SALE FACT SHEET

Definitions:

Competitive Food means a food or beverage sold at school other than one served as part of the United States Department of Agriculture School Meal Program.

A La Carte means a beverage or food product sold in schools to students during the lunch period that is not part of the United States Department of Agriculture School Meal Program.

What the Rule Says in General:

- No student in New Mexico can buy sugar or caffeinated soft drinks in their schools.
- In middle schools and high schools, a la carte sales must be low in fat and low in sugar.

- Schools who sell beverages as fundraisers will be required to provide healthier choices.

Drinks Sold in Elementary Schools:

- Students can buy milk, soy milk, and water after lunch.

Drinks Sold in Middle Schools:

- Students can buy water, milk, soy milk and 100 percent fruit juice.
- No carbonated drinks can be sold to middle school students.

Drink Sold in High Schools:

- Students can buy water, milk, soy milk and 50 – 100 percent fruit juice at any time.
- After lunch, high school students may also buy carbonated drinks that are both sugar-free and caffeine-free soft drinks, non-carbonated flavored water with no added sweeteners and sports drinks.

A La Carte Sales: Beverages sold through a la carte must meet the same requirements as beverages sold in vending machines.

School Sponsored Fundraisers:

- Beverages sold as fundraisers during normal school hours:
 - May be sold at any time except during the lunch period and
 - Must meet the same requirements as the vending machine rules for High School students.

At least 50% of all beverages sold as fundraisers before and/or after school hours must meet the standards set for high school vending machines (e.g. 50% of the beverages sold in football or basketball game concession stands would have to be healthy choices).

| Category (beverage/food) | Elementary | Middle School | High School |
|--|--|--|--|
| Beverage - | <p><u>Allowed after the last lunch period:</u></p> <p>Milk 2% or less</p> | <p><u>Allowed any time:</u></p> <p>Milk 2% or less Soy Milk Water 100% fruit juice that has: - No added sweeteners - No more than 125 calories/ container and a serving size not to exceed 20 oz.</p> <p><u>*** No Carbonated Drinks</u></p> | <p><u>Allow any time:</u></p> <p>Milk 2% or less Soy milk Water 50% to 100% fruit juice that has no added sweetener</p> <p><u>Allowed after the last lunch period:</u></p> <p>Sugar free/Caffeine Free soft drinks (must be both)</p> <p>Non-carbonated flavored water with no added sweeteners</p> <p>Sports drinks</p> |
| A La Carte (During and outside of the school day) | Beverages must meet requirements as per grade level above. | | |
| Fundraisers | Beverages sold as fundraisers during normal school hours may be sold at any time except for during the lunch period and must meet requirements as per grade level above. | | |

Categorical Required Response

- A. The proposal must include the documentation and written responses requested under Section 1: Instructions to Offerors, Part F: Proposal Submission, Item 4: Vendor Qualifications (page 9) that is to be placed behind Tab 4.
- B. The proposal must include documentation and written responses to the following. Please clearly identify, organize and place the responses after Tab 5.
 1. State your understanding of the Scope of Work requested. Identify the technical approach you will use to fulfill the contract requirements.
 2. Provide a briefly overview of the products, equipment and services that you are proposing to offer under this category.
- C. The Offeror must provide written narratives and other documentation to demonstrate their company's qualifications, background, experience and capacity to provide the products and services proposed in response to this category. Place behind Tab 4.

1. Documentation and responses to items listed under Section 1: Instructions to Offerors, Part F: Proposal Submission, Item 4: Vendor Qualifications (page 9).
 2. Offeror must, through written documentation, demonstrate its ability to provide the products, equipment and perform the services offered herein by providing prior experience and references from educational institutions and/or governmental agencies located in each of the CES procurement regions you are proposing to serve (3 references). Place behind tab 4.
 3. Provide a narrative of your company's policies, procedures and strategies to: (Place after Tab 4).
 - a. Ensure quality of the products offered.
 - b. Control and respond to CES Member's requests, concerns and needs before, during and after the sale.
 - c. Propose marketing plans and strategies if awarded a contract.
 4. Provide a description of the locations, facilities and other resources your firm will utilize to provide the products, equipment and services to each of the CES procurement regions indicated.
 - a. Address.
 - b. Number of employees.
 - c. Square footage.
 - d. Approximate inventory volume in dollars.
 - e. Approximate percentage of inventory items stocked onsite and the percentage of inventory items acquired from other distribution sources.
 - f. Provide the existing time schedules and number of deliveries made to each of the CES procurement regions.
 5. Provide a description of how you intend to service this contract if awarded. Respond to the following:
 - a. Do you have a representative that calls on New Mexico educational institutions and governmental agencies located in those CES procurement regions your firm is proposing to serve?
 - b. If yes, how often?
 - c. If no, how will you service the contract, particularly for large orders for the beginning of a school year?
- D. The Offeror must, through written narratives and other documentation, identify the type, kind, level of products, equipment and services being proposed under this solicitation. Provided documentation and written responses must include the following information. Place behind Tab 6.
1. The names of the various manufacturers of the product lines proposed and documentation that the Offeror is an authorized distributor, dealer and service provider.
 2. The categories, types, levels and kinds of supplies, materials, products, equipment and fixtures being offered.
 3. The type, level and kind of delivery, installation, maintenance, repair and other related support services offered.
 4. Provide complete catalogs and price sheets for all products, supplies, materials, equipment, fixtures and services offered.
 5. Provide an outline of any/all guarantees and warranties that apply to products, supplies, materials, equipment, fixtures and services. Include the processes and procedures for having warranty work done.
- E. Complete and submit all of the applicable forms found in Sections IV: Proposal Forms of this solicitation.

Categorical Price and Cost Submittal

The Offeror must provide a complete listing of all products and services it is proposing to offer under this category. All prices submitted must be broken out into supplies, materials, equipment, fixtures and service costs as separate line items, unless the item/service being priced is a per unit cost which includes labor, equipment and materials.

- A. Offeror is reminded that the CES one percent (1%) administrative fee is to be included and/or incorporated into the Offeror's Discount offered. For example, if the discount to CES is ten percent (10%), then the Offeror is offering the CES Members/Participating Entities a nine percent (9%) discount, and that is the discount that appears on the price lists.
- B. Offeror must base product prices submitted on a fixed discount off an MSRP or published list price.
 - 1. Price sheets, catalogs and other pricing forms must clearly identify and describe the equipment, supplies or material, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc. Offeror can prepare its own schedules. However, all price schedules shall follow the format and provide the information listed below. Additional pricing and/or discounts may be included.
 - 2. Pricing Summary Page – Please prepare a summary page that includes each product line and indicate the percentage off retail that you are offering for the products and services offered (Form D-1). Insert this summary page as the first page after Tab 6.
 - 3. Price List Formats – If available, please submit your pricing in electronic format (spreadsheet, tab separated text format), in addition to the printed catalogs, price sheets, etc.
 - 4. Price List Information – Please make sure that each price list indicates the following information: product line, effective date of price list and a price list number or identifier.
 - 5. All pricing information must be placed behind Tab 6 of the Offeror's response.

Categorical Proposal Evaluation Factors

- A. Interested Offerors will submit their packages in accordance with and as required by this solicitation. CES will establish a committee to review all responses. The committee will be chaired by a CES procurement representative, who will be a non-voting member insuring compliance with New Mexico procurement regulations. Each committee member will score the proposals separately. Individual scores will be averaged to obtain a consensus score.
- B. The Offerors will be ranked from the highest number of points to the lowest. The evaluation committee will make recommendations to CES for final award for each CES procurement region and may recommend that one or multiple provider(s) be awarded for each region in order to provide CES Members/Participating Entities with the most flexible and advantageous solutions to meet their individual needs. Clarification or additional information may be requested at any time during the process. The selection of the successful Contractor(s) will be based upon the following criteria.
 - 1. Respondent has submitted a responsive proposal Yes/No
 - 2. Offeror's qualifications 15 Points
 - 3. Types, levels and kinds of products, supplies, materials, equipment and fixtures offered 25 Points
 - 4. Delivery, installation, maintenance, repair and support services 15 Points
 - 5. Associated costs to provide products, supplies, materials, equipment and

fixtures. The areas include:

35 Points

- a. Freight and Handling – This represents the cost to the customer when a company adds freight and handling charges to their invoice for delivering ordered products to the CES Members site and any additional fees/cost charged for processing the paperwork. This is usually stated as a percent of the cost of the items or stated as actual freight cost as a pass-through invoiced line item.
 - b. Discounts Provided on Price List and Catalogs – This represents the average discount provided by the Offeror on stated prices.
6. Value added services and other compensations 10 Points

Maximum Total Points Available > 100 Points

SECTION III: CONDITIONS LEADING TO AND INCLUDING CONTRACT AWARD

- A. **CONTRACT FORM**: The form of the contract between CES and the Contractor will be as per that in Section IV.
- B. **PROPOSAL SUBMISSION**: Sealed proposals will be received until 1:30 p.m. local time, on Friday, August 22, 2008, either hand delivered to the agency offices, 4216 Balloon Park Rd NE, Albuquerque, NM 87109-5801, or by mail at the same address. One (1) original and five (5) copies of the proposal and supporting documentation must be submitted in a binder and in the format requested. One (1) complete electronic copy of the complete proposal must be submitted as part of the original proposal binder. No oral, telephonic or facsimile of any proposal or proposal modifications will be considered.
- C. **PROPOSAL REVIEW**: Commencing on Monday, August 25, 2008, proposals will be reviewed by the Executive Director and an evaluation committee designated by CES.
- D. **EVALUATION FACTORS**: To qualify for evaluation, a proposal must be responsive, must have been submitted on time, and materially satisfy all mandatory requirements identified in the RFP. To be considered responsive, a proposal must reasonably and substantially conform to all of the specified requirements in the RFP in the judgment of the evaluation committee. Any deviation from requirements indicated herein must be stated on an attached sheet(s). Otherwise, it will be considered that proposals 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 proposal to be part of a contractual obligation will result in that vendor's proposal 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 RFP 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 proposal clearly and concisely as exceptions and/or deviations.

The scoring of each individual respondent's proposal shall be based on the criteria noted within the Categorical Proposal Evaluation Factors section of this RFP.

CES reserves the right to "shortlist" and conduct interviews with the shortlisted candidates or, at its sole discretion, to waive the shortlist process and make a direct selection based on the materials presented in response to this RFP. If CES elects to interview the shortlisted candidates, they will be notified within twenty-one (21) calendar days after the receipt of proposals and an interview schedule will be developed.

If CES elects to make a selection without the benefit of interviews, all respondents will be notified as to the successful respondent(s) within thirty (30) calendar days of the RFP due date. Final negotiations will then be conducted with the successful respondent(s) to this RFP. If the negotiations are successful and result in a contract(s), no further notification will be issued. If not successful, then the next ranked candidate will be contacted for further consideration, and all respondents will be notified.

E. NEGOTIATIONS

In order to obtain the most favorable price and support for Member schools, CES reserves the right to enter negotiations with responsible Offerors (see also Best and Final Offer, Section I.E).

F. COST CONSIDERATIONS

The negotiated contract between CES and the Vendor will be for a firm, fixed fee schedule with indefinite quantity and financial considerations that may be stipulated. CES will not be liable for any costs in preparing the proposal application or for an interview session.

G. IMPORTANT NOTICE TO OFFERORS

CES is an educational service agency that provides needed education-related materials and services to New Mexico public educational institutions. Under CES policy, CES charges a 1% fee to the educational institutions when it provides a service. There are no other annual membership fees or dues other than what CES collects for offering a procurement service.

Finally, Offerors should keep in mind that CES desires to provide for small, rural New Mexico public educational institutions the same prices that larger members 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.

SECTION IV PROPOSAL FORMS

Form A OFFEROR'S DECLARATION FORM

Offeror must indicate the CES regions in New Mexico to which it will provide services and for which category(s) of services they are proposing to provide by placing an "X" beside the area. Failure to indicate the areas will be cause to consider your response non-responsive.

New Mexico is a large state geographically. For this solicitation, CES is dividing the State into seven (7) service regions. Offeror will be required to indicate in its response which of these service regions of the State it wishes to provide products, equipment and services. The seven (7) service regions are described below.

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

- Region Two (2)** – Chama Valley, Española, Mesa Vista, Peñasco, 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 City, 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.

RFP 2009-004 has Two (2) categories. Identify to which of the category(s) your firm is responding and for which it is proposing to offer products, equipment and services.

- Category 1: Provider(s) of Products, Vending Machines and/or Services Required to Offer a Supplemental Nutritional Snack, Food and Drink Program Within the Public School Environment**
- Category 2: Provider(s) of Products, Equipment and/or Services Required to Offer a Variety of Snack, Food and Drink Items Found Within Public Institutions, Agencies and Extra-Curricular Activities, Fundraisers and Concession Areas**

OFFER, ACCEPTANCE OF OFFER AND CONTRACT AWARD

PROJECT: RFP 2009-004 Provider of Food and Beverage Vending Machine-Related Products and Services, Fundraising and Concession Supplies, Materials, Equipment and Fixtures.



OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, 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 Proposal, and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her 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 _____

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

Your offer for services and materials is hereby accepted. As vendor, 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 Proposal. As vendor, you are hereby cautioned not to commence any billable work or provide any material or service under this contract until vendor receives an executed purchase order from agency.

The parties intend this contract to constitute the final and complete agreement between agency and vendor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, will bind any of the parties hereto. No change or modification of this contract will be valid unless it is 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 will not be affected thereby. The term of the agreement will commence on award and continue until July 1, 2010 unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods ending, July 1, 2011, July 1, 2012 and July 1, 2013.

 Authorized Signature Contract Number AGENCY
 Awarded this ____ day of _____, 2008. SEAL
 or
 STAMP

INDEFINITE QUANTITY UNIT PRICE SCHEDULE**Fees, Commissions, Added Value and Cost Considerations and Submittal**

- A. It is understood that each respondent's proposal will indicate the associated fees, commissions, added value and costs associated with the category(s) being responded to and includes all of the resources required to obtain, deliver, install, stock and provide the products, supplies, materials and equipment and perform the services in accordance with the terms, conditions and specifications of this solicitation. All documents and other information relating to fees, commissions, added value items and cost considerations must be placed behind Tab 6.
- B. Compensation and price schedules and structure offered should take into account and consideration all of the products, equipment and services offered with their options and variations. Due to the cooperative aspect of this solicitation and the potential customer base, the Offeror is encouraged to think outside of the box and propose innovative commission and cost options. CES and its Members/Participating Entities reserve the right to negotiate final schedules and their structure.

Instructions for Completion of Compensation and Cost Schedules

- A. Before you begin, design, develop and establish the solutions with all of their options you wish to offer through CES.
- B. All compensation and pricing must conform to industry standards and meet and comply with all local, state and federal rules, regulations and requirements. Identify any special terms, conditions, stipulations and requirements relating to each of the areas identified herein. Please insure the following items are addressed.
 - 1. Type and level of programs, products, equipment and services offered.
 - 2. Program, product, equipment and service descriptions.
 - 3. How does the proposed compensation and price schedule(s) compare with normal and customary marketplace or standard education/government agreements?
 - 4. Why do you feel the proposed compensation and price schedule(s) offered are advantageous to CES and its' Members and Participating Entities?
 - 5. Any special terms, conditions and stipulations.
- C. Once your offer is accepted, any future price adjustments must be made in the same manner.
- D. 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 RFP 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.

Bid Submission Form: Category 2

Use this form, or duplicate it, to price all equipment, services, supplies, and other commodities you wish to place on contract. If you have a printed price list or catalog, you can attach it in an appendix.

| Description | Retail | %Discount | CES Price |
|-------------|--------|-----------|-----------|
| | | | |

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 RFP, except as listed below.

Printed Name and Title

Signature (should match cover signature)

I accept the additional Categorical Terms and Conditions and Area Terms and Conditions except as listed below.

Signature (should match cover signature)

OFFEROR'S SUPPORT FOR CES PRICES

Cooperative Educational Services (CES) is a school service agency established as a JPA. All school service agencies in New Mexico are 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 school district 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 the members use CES contracts. Because each of CES' contracts is based on a sealed proposal, members are exempt from having to issue a proposal or RFP. This saves them a great deal 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 member knows that issuing its own proposal 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 can issue one to CES. If problems occur, the member 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 proposals and RFP's (which is a big cost of doing business), a response to CES opens the door to over 100 procurement units. 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 (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 the members are sent to CES. CES then issues its purchase order to the vendor asking the vendor to ship directly to the member, but to send CES the invoice. Next, CES invoices the member, and adds a one percent administration fee to that invoice. This fee (\$10 minimum) is CES' income. The state does not give CES any funds to provide procurement services for schools.

Because CES asks the members to pay one percent for the services, CES also expects vendors, who are awarded contracts, to provide an incentive to the members to use a CES contract. If a vendor will sell a product to a member for the same price as on the CES contract, the member, in effect, is paying one percent more when it purchases through CES. On large purchases, the convenience of not having to issue a proposal may be overshadowed by the amount of the administration fee.

Therefore, CES requests that each vendor offer prices on CES contracts lower than the price it offers to members that purchase directly, or that might issue a local proposal. CES asks this, not for a "most favored nation" relationship, but as a commitment of partnership between CES and the vendor. CES wants members 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 schools.
- Prices are (check) three percent (3%) lower than our best price to individual districts.
 four percent (4%)
 five percent (5%)
 ten percent (10%)
 other

Signature (must match signature on cover sheet)

Title

QUESTIONNAIRE FOR OFFEROR

Company Name: _____

Circle Answers where appropriate

1. Is your products and services currently marketed and provided in New Mexico? YES NO

2. *Do you guarantee that prices in the RFP are the lowest you will offer to schools 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

3. If applicable, list any State and/or local licenses held by you or your providers?

| Name of Licensee | Classification | Number |
|------------------|----------------|--------|
| | | |
| | | |
| | | |
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| | | |
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| | | |
| | | |
| | | |

4. Who and where are the providers located from which CES Members/Participating Entities will be ordering products or requesting services? Provide the following for each.

Vendor Name _____

Contact Name _____

Mailing Address _____

City _____ State _____ ZIP _____

Email _____ Fax # _____

Telephone # (to place orders or verify prices) _____

Provides products and services to CES Region(s) _____

QUESTIONNAIRE FOR OFFEROR

5. Where do you want payments sent?

Vendor Name _____

Attention Line _____

UPS Address _____

Mailing Address _____

City _____ State _____ ZIP _____

Telephone (invoice questions) _____ FAX _____

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

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

7. New Mexico Gross Receipts Number: _____

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 and explain how CES Members/Participating Entities request and acquire maintenance and repair services for the purchased equipment and fixtures. Preventive maintenance is an essential part of maintaining and operating food services equipment. If available, please describe any preventative maintenance programs with their associated costs.

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

Category 2

Offeror must 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 proposal.

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

_____ The manufacturer will either assume or assign to another dealer the obligations in this proposal should the Offeror fail to complete the warranty work.

Signature (must match cover signature)

Date

If the Offeror is the manufacturer, please sign below.

Signature (must match cover signature)

Date

BUSINESS REFERENCES: List five (5) New Mexico business 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) has 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 school service agency. Each district that joins CES is not yielding its own purchasing authority. Unlike state agencies that must use state awarded contracts, each school district has an elected board and is a sovereign unit of government. It is CES's position that rather than "offering a virtually unmonitored free choice from a smorgasbord of multiple awards," CES provides the district 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 district. 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 89 school districts, 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 schools if they allowed their contracted vendors to "bid against themselves" when a district elects to issue its own RFP.

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 school district 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 rebidding by CES to secure better contracts for its members.

SUBMISSION CHECK-OFF FORM

In order for CES to clearly understand the proposal being presented by the Offeror, a complete response to this RFP must contain the following. It is suggested that the Vendor preparing a response check off each required item as it is completed.

- | | | |
|-------|-----|--|
| _____ | 1. | Tab 1 - The Offeror's Declaration, Form A (Page 72) |
| _____ | 2. | Tab 1 - The signed Offer, Acceptance of Offer and Contract Award cover sheet has been completed, Form B (Page 73) |
| _____ | 3. | Tab 1 - The signed and notarized Affidavit, Form C (page 74) |
| _____ | 4. | Tab 1 – Included any Addendums Issued Signed and Dated |
| _____ | 5. | Tab 2 - One Page Executive Summary |
| _____ | 6. | Tab 3 - Copy of Solicitation (Pages 13-30) Section 1.F Listing of General Terms and Conditions |
| _____ | 7. | Tab 3 – Acceptance of General Terms and Conditions, Form E, first line must be signed (Page 77) |
| _____ | 8. | Tab 3 - A list of any additions, exemptions or modifications of the General Terms and Conditions with backup documentation |
| _____ | 9. | Tab 4 - Provided the required written responses and documentation requested under the items referenced under Section 1.E Proposal Submission, Item 4 - Vendor Qualifications (pages 9) |
| _____ | 10. | Tab 5 - Copy of Solicitation Section II: Category 1 (Pages 33-56) or Category 2 (Pages 57-69) or both |
| _____ | 11. | Tab 5 - Acceptance of Categorical Terms, Conditions and Specifications, Form E, second line must be signed (Page 77) |
| _____ | 12. | Tab 5 - A list of any additions, exceptions or modifications of Categorical Terms, Conditions and Specifications with backup documentation |
| _____ | 13. | Tab 5 – Proposed marketing strategies and plan |
| _____ | 14. | Provided the required written responses and documentation requested under the items referenced under Section II: Category 1 - Categorical Written Responses (Pages 50-54) or Category 2 - Categorical Written Responses (Pages 66-67) or both. Placed behind the designated Tabs |
| _____ | 15. | Tab 6 - Provided proposed Category 1 Fee, Commission and Other Compensation and Cost Schedules related to providing vending machines, products and services, Form D (Page 75) |
| _____ | 16. | Tab 6 – Copy of solicitation (Page 76) Form D1. Category 2 Indefinite Quantity Unit Price Schedule |

SUBMISSION CHECK-OFF FORM

- _____ 17. Tab 6 - Price sheets, catalogs, additional pricing information and associated documentation
- _____ 18. Tab 6 - Price sheets, catalogs, additional and miscellaneous pricing information and documentation that may apply
- _____ 19. Tab 7 - Offeror's Support for CES Prices (Page 78) Form F
- _____ 20. Tab 7 – Questionnaire for Offeror (Page 79) Form G
- _____ 21. Tab 7 – Category 2 Support and Maintenance Plans (Page 81) Form H
- _____ 22. Tab 7 – Category 2 Manufacturer's Representative Form (Page 82) Form I
- _____ 23. Tab 7 – Comments of Multiple Awards and "Most Favored Customer" Contracts (Page 83), Form J
- _____ 24. Tab 8 – Additional information that you wish to include
- _____ 25. Tab 10 - Appendix with flyers, slicks, model information, etc.
- _____ 26. Provided one (1) original and five (5) copies of the Offeror's response to RFP 2009-004
- _____ 27. Provided one (1) complete electronic copy on CD or DVD-Rom of the Offeror's response to RFP 2009-004
- _____ 28. Tab 9 Signed Submission Check-Off Form (Page 84) Form K
- _____ 29. Tab 4 – Federal W-9 Form
- _____ 30. **All proposals must be submitted in a sealed envelope/packaged and marked RFP 2009-004 of the outside.**

Signature

Date