

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

**REQUEST FOR PROPOSALS
(RFP)**

RFP Issue Date **Monday, August 4, 2008**

RFP Number: RFP 2009-005

RFP Issue Date: Monday, August 4, 2008

RFP Commodity Titles:

Commodity Titles	Category	Title
405, 430, 658, 659, 670, 830, 910, 912, 914, 941, 962, 981	1	Lot 1- Propane Fuel and Delivery Only Lot 2 - Propane Fuel, Tanks, Products and Services
360, 365, 910, 912, 914, 962	2	Floor Coverings, Installation and Related Services – Ceramic Tile, Rolled Carpet Products, Resilient Floor Covering, Plastic Laminate Flooring, Resilient Sheet Flooring, Resilient Tile Flooring, Resilient Carpet Tile, etc.

RFP Due Date **Friday, September 19, 2008**

Day / Date: Friday, September 19, 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 precede 4/10ths 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.

RFP Contents Overview

- I. Instructions 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 Categorical 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, 4216 Balloon Park Road NE, Albuquerque, NM 87109, will receive sealed proposals until 1:30 p.m. local time, Friday, September 19, 2008 for:

Category 1, Lot 1 - Propane Fuel and Delivery Only;
Category 1, Lot 2 - Propane Fuel, Tanks, Products and Services;
Category 2, Floor Coverings, Installation and Related Services – Ceramic Tile, Rolled Carpet Products, Resilient Floor Covering, Plastic Laminate Flooring, Resilient Sheet Flooring, Resilient Tile Flooring, Resilient Carpet Tile, etc.

There will be a Non-Required Pre-Proposal Conference held on Thursday, August 21, 2008, at 2:00 p.m. MST at the Cooperative Educational Services offices, 4216 Balloon Park Road NE, Albuquerque, NM. To participate in the Pre-Proposal 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 PROPOSAL – RFP 2009-005" on the front of the envelope. A list of qualifications and specifications, instructions to bidders and bid forms can be obtained upon request by fax (505-344-9343), mail, e-mail (bids@nmedu.org) or by telephone (505-344-5470) from 8:30 a.m. to 4:30 p.m., Monday-Friday, except holidays.

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

/s/ Max Luft,
Executive Director

PUBLISH: Sunday, August 3, 2008
Sunday, August 10, 2008

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

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SECTION I. INSTRUCTIONS TO OFFEROR

A. INTRODUCTION

Parties to the Joint Powers Agreement to Establish an Educational Cooperative through its administering agency, Cooperative Educational Services (CES), invite experienced vendors to submit 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 Member educational institutions in the State. Selection for award will go to the responsive Offeror whose proposal is most advantageous to CES. The method by which the Offeror or Offerors will be selected is detailed further in the evaluation section.

B. EXAMINATION OF DOCUMENTS

Offeror will 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 to Cooperative Educational Services' (CES's) procurement office relating to its solicitation requests, CES has scheduled this pre-proposal conference on Thursday, August 14, 2008, at 2:00 p.m. MST at 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 in the Pre-Proposal conference by phone, contact CES's procurement office by phone at (505) 344-5470.

D. QUESTIONS

Submit all questions about the Request for Proposals (RFP) in writing to Cooperative Educational Services, Attn: Max Luft, Executive Director, email to bids@nmedu.org, fax 505-344-9343, or mail to 4216 Balloon Park Rd. NE, Albuquerque, NM 87109. Replies will be made via the website (www.nmedu.org) as addenda and will become part of the proposal documents. Those not having access to the Internet can call CES, 505-344-5470, 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 the proposal due date will not be answered.

E. PROPOSAL SUBMISSION

1. Preparation of the Proposal

- a. By submitting a proposal under this solicitation, the Offeror acknowledges that all documents requiring a signature have been reviewed and signed by a director, officer or manager of the submitting firm who has sufficient knowledge, background and understanding to fully address all matters, respond to all inquires and complete all documents required by the solicitation; the information and documents provided are truthful, accurate and complete; and that the firm and the individual responsible for the

- submittal shall be fully responsible and bound by all information, data, certifications, disclosures and attachments included in the RFP document and the Offeror's response.
- b. 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.
 - c. CES is providing an electronic copy of the RFP and mandatory Price Schedule for each category to assist the Proposer in developing your proposal. These electronic files can be downloaded in Microsoft Word, Excel or Adobe PDF file format at www.nmedu.org. The CES copy of the RFP and Price Schedules are the official copy and changes made to the RFP or Price Schedules without the written 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 same. If a company or corporation submits the proposal, an official or duly authorized agent will sign the proposal. Powers of Attorney, which authorize agents or others to sign proposals, must be properly certified by resolution of the board of directors, attested to by the secretary of the corporation, and attached to the proposal. Mistakes can be corrected prior to opening, but must be initialed by the person signing the proposal. Corrections and modifications received after the opening time will not be accepted.
 - 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 a vendor 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. The Offeror's proposal is to be submitted in two parts. Part One is the technical proposal and Part Two is the cost proposal. Each part of the proposal shall be submitted in a separate sealed envelope or package and shall be clearly labeled with the name, address, and date of submittal, and identify each part as: "RFP 2009-005 Part 1 - Technical Proposal" and "RFP 2009-005 Part 2 - Cost Proposal".
- b. One (1) original of each part of the proposal will be submitted on the forms and in the format contained in the RFP. The proposal will contain all descriptive literature, specifications, samples, etc. All proposals will be submitted in three-ring binders.
- c. The forms as contained in and format as requested in the RFP will be used. CES has provided electronic files of the RFP and associated Price Sheets and can be downloaded at www.nmedu.org or can be requested by sending an e-mail to bids@nmedu.org or fax

to 505-344-9343. Offerors can reproduce the forms and retype the information, but all of the required information must be presented in the order requested. All proposals must be completed in ink, on a computer or typewritten. Forms can be filled in by hand, but must be printed.

- d. In preparing a proposal, the Offeror must provide written responses, narratives and documentation in response to each relevant question, term, special consideration or specification. A response that says “See Appendix,” “Acknowledged,” or “Understood” is not acceptable and may be sufficient to render the proposal as non-responsive. Usually, on the terms, conditions and specifications, either the Offeror signs off on the acceptance form with “No Exceptions” noted or indicates “Exceptions”. Should the Offeror take any “exceptions” to this RFP, a summary of those items must be included with reasoning and justification in the response to be considered valid. Exceptions can be accepted, negotiated or rejected by CES.
- e. In addition to requirements a to d of this Section, the Offeror is to provide an electronic copy of the proposal on a CD-R or CD-RW in either or combination of the following file formats: Adobe PDF (pdf), Rich Text Format (rft), and Microsoft Word (doc) or Microsoft Excel (xls). The electronic format is to follow the format as outlined in Section 3. Contents of the Proposal (see next section).

3. Contents of the Proposal

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

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

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

Part I. Technical Proposal

- | | |
|--------|--|
| Tab 1: | The Offer <ul style="list-style-type: none">• Signed Acceptance of Offer (page 96) Form B.• The RFP Affidavit, notarized signature required (page 97) Form C.• Offerors Declaration Form (page 95) Form A.• Signed copies of any addendum issued.• Mandatory \$25,000.00 Bid Bond applies for Category 1, Lot 2 and Category 2. |
| Tab 2: | Introduction <ul style="list-style-type: none">• Executive Summary (a one-page description of what you are proposing on this contract). |
| Tab 3: | General Terms and Conditions. <ul style="list-style-type: none">• Terms and Conditions, Section I-E (copy of each page in order) (pages 19-43).• Acceptance of Terms and Conditions, (Form E, first line must be signed page 100). |
| Tab 4: | Qualifications |

- Offeror questions on (page 106-110) **Form J**.
 - Subcontractor questions (page 111-113) **Form J** for each Subcontractor listed.
 - Subcontractors List (page 118-119) **Form N** for each Category and Lot listed.
 - Copies of Contractor's and Subcontractors NMCID Licenses applies for Category 1, Lot 2 and Category 2.
 - Confirmation of Contractor's and Subcontractors NMDOL Registration applies for Category 1, Lot 2 and Category 2.
 - Copies of LP Licenses for Category 1, Lot 1 and Lot 2.
 - Documentation from Offeror's security company.
 - Certificate of Insurance (page 13).
- Tab 5: Category
- Categorical Terms and Conditions page(s) only for the Category(s) and Lot(s) for which the Offeror will be submitting a proposal (copy of each page in order).
 - Acceptance of Categorical Terms and Conditions (Form E, second line to be signed, page 90). If submitting more than one Category, submit a separate Form E for each Category and Lot or circle the Category and Lot that applies. (page 100) **Form E**.
 - Listing of any exceptions to the Categorical Terms and Conditions and Specifications for each Category and Lot submitted (page 100) **Form E**.
 - Required Categorical Responses for your category (written response to every part). A separate response for each Category and Lot that is submitted, to be marked with the Category and Lot number.
- Tab 7: Required Forms
- Offeror's Support for CES Prices (page 102) **Form G**.
 - Questionnaire for Offeror (pages 103-104) **Form H**.
 - Support and Maintenance Plans (page 101) **Form F**.
 - Manufacturer's documents indicating authorized representative, distributor, dealer and/or installer form (page 105) **Form I**.
 - **W-9 Form**
- Tab 8: Additional Information
- Additional information that you wish to include.
 - Additional support pages requested in each specific category.
- Tab 9: Submission Check-Off Form
- Make certain everything is included, and then sign form (page 116) **Form M**.
- Tab 10: Literature, slicks, samples and supporting printed material.

Part II. Cost Proposal

Tab 6: Cost Quotation

- Pricing – CES has provided a mandatory price sheet submittal form (Excel spreadsheet) for each of the Categories and Lots.
- Additional price information can be submitted using a separate Form D (pages 98-99) for each category offered.
- **A separate sealed Cost Proposal for each Category and Lot must be submitted and to be marked with RFP 2009-005, Category and Lot number and Proposer name on the outside of the envelope.**

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, September 19, 2008, at 1:30 p.m. local time.

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

4. Offeror’s Qualifications Statement

All proposals must contain answers or responses to the requested information listed below. The Offeror is to provide responses to questions on **Form J Contractor Qualifications** (page 106). Any Offeror failing to respond completely may be considered non-responsive. Please complete **Form J** and place it behind Tab 4. One essential part of the evaluation process is for the evaluator(s) to have current and accurate information about the company being evaluated. For the evaluator(s) to know if the response being read is within the capacity and capability 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 Member considering utilizing the Offeror’s CES contract. This is your opportunity to present your company to the evaluator(s) or, if awarded, Member staff.

a. 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.

b. Organization

- 1). How many years has your organization been in business as a contractor?
- 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)
 - (d). If your organization is individually owned, answer the following:
 - (i) Date of organization
 - (ii) Name of owner
 - 6). If the form of your organization is other than those listed above, describe it and the name of the principals.
 - 7). Where are 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?
 - 8). For 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, in your response, provide a listing of and the qualifications of these key individuals. Provide the name, title, qualifications and experience in the area(s) of services that they will be providing.
 - 9). Describe your organization's current in-house work force, equipment and facilities available to perform under this solicitation.
- c. Licensing
- 1). What year was your organization first licensed as a contractor in the State of New Mexico?
 - 2). List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
 - 3). List jurisdictions in which your organization's partnership or trade name is filed.
 - 4). Provide all current applicable NMCID licenses and NMDOL registration information.
 - 5). Pursuant to NMSA1978 13-4-2, Residential Contractor preference will not apply for solicitation using the RFP process.
 - 6). Has your organization or any of the qualifying parties named above ever conducted business, past or present, as a contractor under a different business name? If yes, what name(s) and when?
- d. Experience and Past Performance
- 1). List the categories of work that your company normally performs with its' own forces.

- 2). Provide a complete list of major construction projects (over \$60,000 in total construction costs) that your company had or has in progress, as of July 01, 2008, giving the name of project, owner, architect, contract amount and scheduled completion date. Please state the total worth of all construction work in progress and under contract as of July 01, 2008.
 - 3). Within the last five (5) years, has your company performed work on New Mexico public work projects? If the answer is “yes,” describe each project and your company’s role. In your description, include the following information on each project described.
 - (a). Project name
 - (b). Owner of the project
 - (c). Owner representative or contact
 - (d). Original bid amount and final project cost (include all change orders)
 - (e). Architect/Engineer (A/E)
 - (f). Original scheduled completion date, the final completion and acceptance date
 - (g). Percentage of the cost of the work performed with your own forces
 - 4). List all projects your company has completed beyond the scheduled date of substantial completion and the number of days past the scheduled substantial completion date on which substantial completion was certified as indicated by owner and architect signature.
 - 5). List all projects in which your company failed to complete the project, including all punch list items identified by the owner and/or owner’s representative by the date agreed to by all parties.
 - 6). In the last five (5) years, has your company provided any extended warranties on a project and not been able to fulfill to the owner’s satisfaction? If yes, for each, describe the issues. For each, include the following information:
 - (a). Project name
 - (b). Owner of the project
 - (c). Owner representative or contact
 - (d). Architect/Engineer (A/E)
 - (e). Date of substantial completion
 - (f). Type of warranty coverage
 - (g). Reason for inability to resolve, such as owner not fulfilling obligations
- e. Bonding, Insurance, Claims, Suits, and Disputes
- 1). Provide with this RFP a Certificate of Insurance listing the minimum and maximum coverage for liability, vehicle and property damage. CES is not asking you to acquire additional or special insurance for this contract. CES needs proof that you are insured. Before any work can commence, you must provide a certificate that names CES and/or its Member as a certificate holder. Normally, this is a free service provided by an insurance company.
 - 2). Provide written documentation and evidence relating to the surety company that will be providing payment and performance bonds for projects performed under this solicitation. Please address the following:
 - (a). Name, address, phone number and agent’s name.
 - (b). Letter from the surety company stating your firm’s current bonding rate and your organization’s total bonding capacity.

- (c). Has your company used this surety company for more than two (2) years? If no, please provide the names, addresses, phone numbers, contact names and dates under agreement with any other surety company used in the past three (3) years.
 - 3). Are there any judgments, claims, arbitration proceedings, suits or disputes pending or outstanding against your company or its' officers in New Mexico or any other jurisdiction?
 - 4). Has your company filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?
 - 5). If the answer to items 3). or 4). above is yes, please provide complete details, including, but not limited to:
 - (a). Name and location of project owner
 - (b). Name and location of project architect
 - (c). Name and location of project
 - (d). Nature of and amount in dispute
 - (e). Forum in which dispute was presented, that is AAA arbitration; mediation; district court (state, file name, and number)
 - (f). Manner in which dispute was resolved
 - 6). For the last five (5) years, list any projects where your surety has been given notice of default of your company's performance under either its' performance bond or labor and material payment bond. For each project, state the nature of the claim against your company and the outcome of each such claim.
 - 7). Within the last five (5) years, has any surety on any project you have worked on paid or settled work that your company had contracted to complete? If yes, give complete details.
 - 8). Within the last five (5) years, has your firm had any business, trade or contracting licenses suspended or revoked? If yes, give complete details.
 - 9). Within the last five (5) years, has your company been a party in civil litigation or administrative proceedings which have alleged a violation of any of the following: environmental law or regulation; law banning workplace discrimination; law governing wages, hours, 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.
 - 10). 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.
 - 11). 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.
- f. Miscellaneous items
- 1). Is the workers' compensation experience modifier for the company as reported by your insurer less than 2.0? If no, what is your reported E-Mod?

- 2). What is the incident/injury rate for your company as reported by your insurer? Is it less than the Bureau of Labor Standards published rate for New Mexico? If yes, by how much?
- 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 bidder'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?
 - (h). If not, explain the relationship and financial responsibility of the company whose financial statement is provided (e.g. parent-subsiary).
 - (i). Provide written evidence or other documentation relating to your banking and/or lending institution. Include the following:
 - (i) Names, addresses, phone numbers and contact names.
 - (ii) Letters from listed financial/lending institution that indicates the amount of time your company has had a relationship with them.
 - (iii) 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."
 - (j). Will it be necessary for your firm to assign payments to a financial institution in order to perform under this contract? If so, please name any financial institutions that you may use for assignments or for factoring. If you enter into any assignment agreements, will you sign a notarized Power of Attorney that grants the company receiving the assignment the right to endorse payments from CES? Please attach a sample assignment or factoring agreement with your bid if you intend to use these financial services. The fact that a company uses these services will not reflect on the credit stature of the CES vendor. Since CES requires a 45-day term rather than the more traditional 30 days, such payment arrangements may be necessary.
 - (k). Within the last seven (7) years, has your company been the subject of any voluntary or involuntary bankruptcy, insolvency or receivership proceeding? If so, please state the case name(s) and court file number of each proceeding, the nature of the proceeding, whether such proceeding is ongoing and the resolution of each completed proceeding.

- 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. Has and does your company incorporate formal quality assurance and control processes on public works projects? If yes, describe the processes with their expected results and the benefits received by the owners by implementing such a program.
- j. CES is the administrative agency of the Joint Powers Agreement to Establish an Educational Cooperative and its Members are the public educational institutions in New Mexico. The sole purpose of CES is to support these institutions in their day-to-day procurement. Describe, in writing, your company's ability, willingness and means to sell, deliver, provide and support the proposed products/services to New Mexico educational agencies under the most advantageous conditions including price. No Offeror will be denied a contract simply because sales are limited to New Mexico. However, CES, as an agent for the public educational institutions, will not enter into a contract with an Offeror that has an existing contract that would be more advantageous than a CES contract to sell and provide products and services to New Mexico agencies. Do you currently have or plan to have such state or other contracts, such as a State Procurement Division Agreement or CES Member Agreement? If so, why do you wish to secure a CES contract and how would the CES contract be more advantageous in pricing of other services over other cooperative contracts?
- k. This is an RFP and, while CES is required to base an award strictly on the highest rated proposals, every CES contract must be for the public good, not for the benefit of a vendor. However, having said that, CES is totally committed to two basics in the American way of business – profit and competition. Products and services offered herein must be of good sound quality, have good durability/performance life and stand up to public use. Is there “added value” received by the customer when purchasing through you rather than a competitor, or is your major benefit price alone?
- l. In comparing previous projects your organization has completed, do you see any areas where your organization possesses experience, production or service facilities, personnel or other service reputation that should be considered with your ability to provide on time quality construction projects for New Mexico educational institutions? If yes, fully describe these attributes and resources and how they are utilized to benefit the owner's projects.

5. Subcontractors Qualifications Statement

All proposals must contain answers or responses to the requested information listed below. The Offeror is to provide a separate **Form J response for each subcontractor listed** to questions on **Form J Subcontractors Qualifications** (page 106). Any Offeror failing to respond completely may be considered non-responsive. Please complete **Form J** and place it behind Tab 4. One essential part of the evaluation process is for the evaluator(s) to have current and accurate information about the Subcontractors for each Category. After the evaluation process is finished and a contract is awarded, the information may be provided to the CES Member considering utilizing the Offeror's CES contract. This is your opportunity to present your company to the evaluator(s) or, if awarded, Member staff.

- a. 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.
- b. Organization
 - 1). How many years has your organization been in business as a contractor?
 - 2). How many years has your organization been in business under its' present business name?
 - 3). Has your organization or any of the qualifying parties named above ever conducted business, past or present, as a contractor under a different business name? If yes, what name(s) and when?
 - 4). Where are 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?
 - 5). Describe your organization's current in-house workforce, equipment and facilities available to perform as a subcontractor under this solicitation.
- c. Licensing
 - 1). What year was your organization first licensed as a contractor in the State of New Mexico?
 - 2). Provide all current applicable NMCID licenses and NMDOL registration information.
- d. Experience and Past Performance
 - 1). List the categories of work that your company normally performs with its' own forces.
 - 2). Within the last five (5) years, has your company performed work on New Mexico public work projects? If the answer is "yes," describe each project and your company's role. In your description, include the following information on each project described.
 - (a). Project name
 - (b). Prime contractor
 - (c). Work as subcontractor
 - (d). Original bid and final sub-contract cost (include all change orders)
 - (e). Original scheduled completion date, the final completion and acceptance date
 - 3). List all projects your company failed to complete as a subcontractor.
 - 4). In the last five (5) years, has your company provided any extended warranties on a project as a subcontractor and not been able to fulfill to the Prime contractor satisfaction? If yes, for each, describe the issues. For each, include the following information:
 - (a). Project name
 - (b). Prime contractor
 - (c). Type of warranty coverage
 - (d). Reasoning for inability to resolve with the Prime contractor
- e. Insurance, Claims, Suits, and Disputes

- 1). Provide written documentation and evidence relating to the Surety Company that will be providing payment and performance bonds for sub-contracts over \$5,000. Please address the following:
 - (a). Name, address, phone number and agent's name
 - (b). Letter from the surety company stating your firm's current bonding rate and your organization's total bonding capacity
 - (c). Has your company used this surety company for more than two (2) years? If no, please provide the names, addresses, phone numbers, contact names and dates under agreement with any other surety company used in the past three (3) years.
- 2). Are there any judgments, claims, arbitration proceedings, suits or disputes pending or outstanding against your company or its' officers in New Mexico or any other jurisdiction?
- 3). Has your company filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?
- 4). If the answer to items 2). or 3). above is yes, please provide complete details, including, but not limited to:
 - (a). Name and location of project owner
 - (b). Name and location of prime contractor
 - (c). Name and location of project
 - (d). Nature of and amount in dispute
 - (e). Forum in which dispute was presented, that is AAA arbitration; mediation; district court (state, file name, and number)
 - (f). Manner in which dispute was resolved
- 5). For the last five (5) years, list any projects where your surety has been given notice of default of your company's performance under either its' performance bond or payment bond. For each project, state the nature of the claim against your company and the outcome of each such claim.
- 6). Within the last five (5) years, has any surety on any project you have worked on paid or settled work that your company had contracted to complete? If yes, give complete details.
- 7). Within the last five (5) years, has your firm had any business, trade or contracting licenses suspended or revoked? If yes, give complete details.
- 8). Within the last five (5) years, has your company been a party in civil litigation or administrative proceedings which have alleged a violation of any of the following: environmental law or regulation; law banning workplace discrimination; law governing wages, hours, 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.
- 9). 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.
- 10). 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.

- f. Miscellaneous items
 - 1). Is the workers' compensation experience modifier for the company as reported by your insurer less than 2.0? If no, what is your reported E-Mod?
 - 2). What is the incident/injury rate for your company as reported by your insurer? Is it less than the Bureau of Labor Standards published rate for New Mexico? If yes, by how much?
- g. Describe your company's policies and procedures in regards to complying with the New Mexico Public Education Department (NMPED) mandate regarding security and background checks for individuals working and/or providing services within public school buildings. 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.
- h. Has and does your company incorporate formal quality assurance and control processes on public works projects? If yes, describe the processes with their expected results and the benefits received by the owners by implementing such a program.
- i. In comparing previous projects your organization has completed, do you see any areas where your organization possesses experience, production or service facilities, personnel or other service reputation that should be considered with your ability to provide on-time quality construction projects for New Mexico educational institutions? If yes, fully describe these attributes and resources and how they are utilized to benefit the owner's projects.

E. LISTING OF GENERAL TERMS AND CONDITIONS

The flow of transactions for procurement under this contract will be as follows:

1. Contractor provides quote to Member and the quote includes the CES one percent (1%) administration fee.
2. If acceptable, the Member issues CES a purchase order for the quoted amount.
3. CES verifies the quote with the solicitation response and issues a purchase order to the contractor for one percent (1%) less than the contractor's quote to the Member.
4. The contractor provides the items or services and invoices CES for the amount of CES' purchase order to the contractor.
5. CES invoices the Member.
6. The Member pays CES.
7. After receipt of the Member payment, CES pays the contractor for items and services delivered and accepted by the Member, not to exceed the purchase order amount.

For the purposes of this REQUEST FOR PROPOSALS, the following terms shall be defined as indicated below.

The term Bidder, Contractor, Offeror and Proposer can used to identify the person(s) or firm(s) submitting a response to a Request for Bid or Request for Proposal.

Acceptable Quality Level (AQL): CES expects that manufacturers in today's competitive market strive for zero (0) defects per hundred (100) units delivered. The AQL for this contract is zero (0) defects per hundred (100) units. If the quality level falls below three (3) defective units per hundred

(100) delivered/installed, CES reserves the right to cancel the contract following the procedures described in this RFP (*caveat venditor*).

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

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

Administrative Fee: CES' one percent (1%) administrative fee must be included in Offeror's net price for construction, material, equipment item's price, labor rates, freight charges and bond costs. The CES administrative fee will be taken as a deduction off each line-item's cost when CES prepares its' purchase order to the contractor, unless an alternative pricing method has been approved by CES.

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 Members that products and services are available.

Amendment of Offer: An offer can 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 Offerors: Selection will be made via written communication to successful Offerors.

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

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

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

Assignment of CES Payments: If the Offeror requests that its payment from CES be issued to a third party or that a joint check be issued to the Offeror and a third party, CES will assess a special handling charge of Thirty-Five Dollars (\$35) per check. The special handling charge will be

deducted from the amount of the invoice being paid. If the Offeror wishes to have all payments under this contract made to a third party, Offeror must state this in its response.

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

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

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

Bonds: All bid, performance and payment bonds are to be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.

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

Brand Names: The use of the name of a manufacturer, brand name or catalog number does not restrict the offer. Brand names are used to indicate the character, quality, and/or performance equivalence of the commodity on which bids are submitted. However, CES reserves the right to decide if alternatives to the identified manufacturer and brand are, in fact, equal to that described in the invitation.

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

Cancellation: CES may, by written notice stating the extent and effective date, cancel this contract for convenience in whole or in part, at any time. CES will pay contractor 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 contractor as approved by CES with respect to the undelivered or unaccepted portion of the service; provided compensation will in no event exceed the total contract price.

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

1. The contractor provides material that does not meet the specifications of the contract.
2. The contractor fails to complete the services set forth in the specifications of the contract.
3. The contractor fails to complete the work required or to furnish the materials required within the specified time.
4. The contractor fails to make progress in the performance of the contract, and/or gives CES cause to believe that the contractor will not or cannot perform the requirements of the contract.
5. The contractor fails to observe any or all of the terms and conditions of the contract.
6. The contractor accepts purchase orders, based on this contract, directly from a CES Member and then invoices them directly.
7. Any other conditions that, in the opinion of CES, warrants such action.

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

Contractor 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.

Cancellation for Non-Performance or Contractor Deficiency: CES can terminate any contract if CES Members have not used the contract in any 12-month period, or if purchase orders total less than \$10,000 per year. CES reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. CES may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Failing to adequately perform the services set forth in the scope of work and specifications;
3. Failing to complete required work or furnish required materials within a reasonable amount of time; failing to make progress in performance of the contract and/or giving CES reason to believe that contractor will not or cannot perform the requirements of the contract;
4. Performing work or providing services under the contract prior to receiving a purchase order from CES for such work; and/or
5. Accepting purchase orders based on this contract from CES Members and/or invoicing CES Members directly.

Upon receipt of a written deficiency notice, contractor will have ten (10) days to provide a satisfactory response to CES. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract will become the property of the Member on demand.

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

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

1. The Offeror has examined and understands the terms, conditions, scope of work, specifications and other documents in this RFP solicitation.
2. The submission of the offer did not involve collusion or other anti-competitive practices.
3. The Offeror will not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246).
4. The Offeror 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.
5. The Offeror agrees to promote and offer to CES Members only those materials and/or services allowed under resultant contract(s) as CES contract items.

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

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

Competitive Range: CES reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process as defined herein. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

Competitive Sealed Proposals: As required in the Procurement Code, New Mexico Administrative Code, CES has determined that competitive sealed proposals are to be utilized for this solicitation.

These CES contracts will be awarded through competitive sealed proposals with the following vendor and product requirements:

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 a contract on which price is only one of many determining factors.
4. Offeror meets or exceed the minimum Offeror's qualifications.
5. Offeror must be a manufacturer and/or authorized distributor/installer of the products being solicited and must have current NMCID licenses and NMDOL registration required to perform the services offered. Offeror must provide the necessary documentation to demonstrate that it complies with all solicitation requirements.
6. Offeror must be able to provide a single source contact or turnkey operation.
7. Manufacturer must have at least five (5) years of product and service history for those types of items being offered.
8. Offeror must have a bonding capacity of:
 - a. At least Two Million Dollars (\$2,000,000), where applicable, if proposing to offer its' products and/or services throughout the State of New Mexico; or
 - b. At least Two Hundred and Fifty Thousand Dollars (\$250,000) per region, where applicable, if proposing to offer its' products and/or services to one or more of the CES regions as defined herein.
9. Offeror must have a bonding rate of not more than three percent (3%). Offeror must provide documentation from its security company to substantiate that it complies with this requirement.
10. Offeror must demonstrate the ability to control the securing of, delivery of, installation of, warranty of, and the resolution of problems with all products/services bid.
11. Products bid must meet or exceed the industry standards and guidelines established for use in public facilities and for public use.
12. Offeror must provide the necessary information and documentation to substantiate and demonstrate its ability and capacity to provide, perform and comply with all of the terms, conditions, specifications and requests for information stated herein.
13. Offeror's Past Performance Information (PPI) must indicate a vendor in good standing who has performed and conducted its business affairs in an acceptable manner without improprieties.

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

Construction: As defined in the New Mexico Procurement Code Regulations under Definitions, "construction" means building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating

plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction shall also include: leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

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

Contract Between Owner, Buyer and Contractor: An Agreement between the CES Member (Owner), CES (Buyer) and the CES Contractor for the procurement of goods and services in the construction and professional services areas will be signed for each contract over Sixty Thousand Dollars (\$60,000). CES issues this Agreement in order to consummate the agreement of the parties in accordance with the terms and conditions specified in the RFP, and that the owner's purchase order to the buyer is in accordance with the same terms and conditions.

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 service, an equitable adjustment in the price or delivery or both will be made. No change by the contractor will be recognized without written approval of CES. Any claim of contractor for any adjustment must be made in writing within thirty (30) days from the date of receipt by the contractor of notification of such change, unless CES 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 the pricing scheme identified in each of the categories of this RFP. The pricing schemes requested may include one or all of the following:

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

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

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

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

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

Contractor's Quote/Proposal to CES Member: When preparing a quote/proposal under a CES awarded contract, the contractor must clearly identify and break out supplies, materials, equipment and services into individual line items as they appear on the contractor's awarded price schedule. Stated prices must include the CES one percent (1%) administrative fee.

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

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

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

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

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

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

Delivery: Delivery is desired to be made within thirty (30) days of receipt of the purchase order, unless otherwise stipulated in writing and accepted by all parties (buyer, contractor and Member). The contractor agrees to notify CES if an order cannot be processed and/or delivered within the 30-day period and/or the agreed upon timelines. The agency placing the order will then have the option of canceling the purchase order or invoking other options enumerated within the buyer, contractor and Member agreement. Ownership of products and services happens only after acceptance of delivery by the Member.

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

Deviations or Exceptions to Requirements: Deviations or exceptions stipulated in an Offeror's proposal can result in rejection of the response. CES reserves the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to CES or its Members.

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

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

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.

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/or agencies without cause.

Estimated Quantities: CES anticipates considerable activity resulting from this solicitation. However, no commitment of any kind is made concerning quantities actually to be acquired. CES does not guarantee usage. Usage depends on the actual needs of the Members and on the marketing expertise of the contractor.

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

Federal Requirements: Contractor agrees, when working on any federally assisted projects with more than Sixty Thousand Dollars (\$60,000) in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11375. In such projects, the contractor agrees to post wage rates at the work site, and comply with all reporting requirements. The contractor will provide CES with a copy of any required report filed. In addition, to comply with the Copeland Act, the contractor must keep records for three (3) years, and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to Members that exceed Ten Thousand Dollars (\$10,000) may be terminated by the federal grantee for noncompliance by the contractor. In projects that are not federally funded, Offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract.

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

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

Gratuity: By written notice, CES will cancel this contract if it is found that gratuities in the form of entertainment, gifts, etc., 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 with respect to the performance of the contract. Paying the expenses of normal business meals, which are generally made available to all eligible Members and government employees, will not be prohibited by this paragraph. Samples of software, equipment or hardware provided to CES for demonstration, evaluation or loan purposes are not considered gratuities.

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

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

Indemnification: Contractor will indemnify, defend and save harmless CES 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 might 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, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of contractor, and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this section will not extend to any liability caused by the sole negligence of CES, its Members or its employees.

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

Inquiries: Any question related to this RFP will 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 bid 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 to 505-344-9343 or sent by e-mail to bids@nmedu.org.

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

Insurance: On contract award, the contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under this contract, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by any of the contractors or by anyone for whose acts contractor may be liable during the entire performance period of this contract. The contractor must furnish a Certificate of Insurance to the CES procurement officer prior to official award. If policy changes occur during the life of the contract, it is the contractor's responsibility to provide updated proof of coverage to the CES procurement officer. Bidders will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes. Bidders will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death, and property damage. Insurance will include "occurrence" claim provisions. Minimum acceptable coverage is \$1,050,000 combined single limit for bodily injury and property damage, or \$750,000 bodily injury and \$250,000 property damage (each occurrence). The Offeror will name CES and the CES Member as co-insured up to the limits of the Tort Claims Act. Additional punitive damages liability to \$500,000 will be provided naming CES as co-insured. In addition, contractor must provide, upon request, identical certification of insurance to any CES Member using this contract. Prior to commencing any work, any subcontractor must procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor and CES Member.

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

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

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

Liability: The contractor will hold CES harmless from and will indemnify CES from and against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with the contractor's

conduct of the contract awarded as a result of this procurement process, to the extent the negligent act or failure to act or willful act of the contractor, its agents, representatives or employees is deemed to be the cause of the resulting personal injury or property damage claimed. It is expressly agreed that, to the extent it is determined that the damage claimed was in part caused by the negligence of CES or other parties, the contractor's liability pursuant to this indemnification provision will not be greater than that portion of the total liability in the same proportion as vendor's negligence bears to the entire negligence giving rise to the liability.

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

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

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

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

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

Member of CES: 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 and has been approved for Membership by CES' Board of Directors and the New Mexico Department of Finance and Administration.

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

Most Favored Customer: Although CES expects contractors to offer their very best prices to 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. 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 meet the many needs of the Members. Hence, when in the opinion of CES, an award to one supplier would be impractical or fail to meet the total requirements of comparison or evaluation, multiple awards can be made.

Multi-Term Contract: A contract having a term 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.

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

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

NMDOL Contractor Registration Requirement: The 2004 legislative session passed HB 471 that: *“All contractors and all tiers of subcontractors bidding or performing on public works construction projects, except for street, highway, bridge, road and utility contracts, after May 19, 2004 shall be registered with the Labor and Industrial Division of the Labor Department if the amount of their bid or contract is more than \$50,000. All contractors and all tiers of subcontractors on street, highway, bridge, road and utility paving projects do not have to be registered with the Labor and Industrial Division of the Labor Department prior to bidding on public work, but must be registered before performing on a public work contract in excess of \$50,000 signed after May 19, 2004.”*

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

NMPED: New Mexico Public Education Department, formerly called the New Mexico State Department of Education.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CES will be reimbursed for all expenses incurred by CES in fully cooperating with contractor as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph that are not reimbursable by the contractor. If any party in any way involves any CES Member, the same provisions that apply to CES in this paragraph will apply to the CES 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 will be an equal amount per year over six (6) years. In the event that contractor's written request for return is made after full depreciation, the contractor will pay CES, or its Members who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its Members, fails to return the equipment, the contractor is not obligated to that Member under this clause.

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

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

Note: CES Members pay an administrative fee equal to one percent (1%) of the purchase price of goods and services purchased from CES contracts. Offerors will include the administrative fee in all pricing in the Discount and Price Schedule submitted. The contractor must allow CES to apply a one percent deduction prior to issuing its purchase order to the contractor. Contractor's invoice to CES will only reflect the actual amount due from CES. The CES administrative fee will be included in charges such as freight/shipping, bond costs and travel and per diem costs. The CES administrative fee is non-taxable and will be adjusted prior to CES issuing its purchase order.

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

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

Price List: The contractor will furnish CES 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 include the CES one percent (1%) administrative fee and must be submitted as printed by the manufacturer.

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

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

Pricing: Offeror will describe discounts and special pricing offered. Offeror must agree that prices offered through this contract will include the CES one percent (1%) administrative fee and while this contract is in effect, prices offered will be at least two percent (2%) below the lowest offered by the Offeror to New Mexico educational institutions for a similar volume. Should a lesser cost be provided to any other educational institution, the preceding and existing work through this contract will be reduced in price to meet that rate. A copy of the current retail manufacturer's price list will be included in the bid. If the Offeror has a leasing department or a leasing company, the cost of leasing can be included in the bid; however, CES Members reserve the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans will not contain end-of-rental-term buy-out information.

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

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

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

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

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

Progress Payments on Construction: All progress payments must be invoiced through CES. It is the responsibility of the procurement unit and/or its designee to review and approve any estimates of work completed. If the procurement unit or their designee issues a written statement to the contractor that the estimate of work is not approved and certified, the procurement unit may withhold an amount from the progress payment determined to be reasonably sufficient to cover the deficiency set forth in the written finding. In such cases, the contractor agrees to hold CES harmless for any deficiency of payment. If any payment is delayed beyond 45 days from the due date, the contractor agrees not to charge CES interest on the late payment. Any late charges will be the total responsibility of the procurement unit. The contractor can extend any due date to avoid the requirement to pay interest. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

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

Protests: Protests will be filed and resolved in accordance with the State of New Mexico Procurement Code. Venue for any and all legal actions regarding or arising out of the transactions covered herein will be solely in the District Court in and for the County of Bernalillo, State of New Mexico. The laws of the State of New Mexico will govern this 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 therein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

Public Record: All Proposals submitted to this invitation will become the property of CES and will become a matter of public record available for review after the final award has been made, and under the supervision of the Executive Director of CES or designee from 9:00 a.m. to 4:00 p.m., Monday through Friday, at 4216 Balloon Park Road NE, Albuquerque, New Mexico.

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

Quality: Unless otherwise modified elsewhere in this solicitation, contractor warrants that for one (1) year after acceptance of the equipment or materials by Member, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by contractor.

Request for Proposal (RFP): All documents, including those attached or incorporated by reference, which are used for soliciting a proposal.

Residential Contractor Preference - Pursuant to NMSA1978 13-4-2, Residential Contractor preference will not apply for solicitations using the RFP process.

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

Responsive Proposal: An offer which conforms in all material respects to the requirements set forth in the REQUEST FOR PROPOSAL. Material respects of a request for a proposal include, but are not limited to, Offeror's qualifications, price, quality, quantity or delivery requirements.

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

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

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

Sample: Samples may be required prior to awarding a contract and/or prior to entering into an individual project contract. Upon request of CES or its Members, the Offeror will provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from CES or its Member. Samples will be free of charge and submitted and removed by Offeror at Offeror's expense. Samples will be compared to RFP specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended and overall appearance. Samples received may be held for comparison with deliveries. CES and its Members will not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to Offeror will be considered abandoned and the CES Member will have the right to dispose of them.

Serial Numbers: Contractor must verify that original manufacturer's serial number has not been altered in any way.

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

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

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

Shipping Terms: Identify and state the associated cost of delivering products offered under this contract to any designated location in New Mexico. Contractor will retain title and control of all goods until they are delivered, received and signature of delivery has been obtained. All risk of transportation and all related charges will be the responsibility of the contractor. CES or the Member will notify the contractor and freight company promptly of any damaged goods and will assist them in arranging an inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Shortlist: The evaluation committee will review each Offeror's proposal. Points will be allocated, by each member, as outlined herein. Each committee member's point totals will be translated into a numeric ranking of all proposals. The committee will select those respondents based on these rankings and conduct oral interviews. The committee will determine number of Offerors on the shortlist. This decision will be based on the number and quality of proposals received.

Site Cleanup: Contractor will clean up and remove all debris resulting from its work as required by the Member. The Contractor shall comply with all laws and regulations governing disposal of

construction and hazardous materials. Upon completion of the work, the premises will be left in a neat, unobstructed condition with everything in good repair and order.

Site Examination: Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the Contractor from furnishing any materials or performing any work required to complete the project in accordance with the contract documents, without additional cost to the CES Member.

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

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

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

State Wage Rates: It is the contractor's responsibility to be acquainted with the New Mexico Department of Labor's rules, regulations, procedures and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The contractor, as established by the New Mexico State Labor and Industrial Commission, will pay wage rates for every job performed under this contract with a total project cost of more than Sixty Thousand Dollars (\$60,000) on an individual basis. The contractor will pay all mechanics and laborers employed on the site of the project by the contractor, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

Stored Materials: Upon prior written agreement between the Contractor and Member, payment may be made for materials not incorporated in the work, but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and the Member has the option to be additionally insured under

the Contractor's general liability insurance policy. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Subcontractors: If it is necessary for the Offeror to contract with third party firms to provide various goods and services, the following will apply:

1. In awarding subcontracts, the contractor agrees that any subcontract competitively solicited by contractor will not be awarded solely upon membership, non-membership or affiliation in a union or professional association or other organized group or agency, but on competitive bid and ability to meet the specifications and comply with the requirements of the individual project.
2. CES reserves the right to approve or reject any subcontractor listed in the Offeror proposal.
3. Subcontractors will need to provide performance and payment bonds to prime contractor if the subcontract is greater than \$50,000.
4. The contractor will not enter into any subcontract subject to this solicitation without prior notification and approval from CES. Any such subcontract shall incorporate by reference the terms and conditions of this solicitation and each individual project contract.
5. No subcontracts will be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal and certify upon request that such use complies with the rules of the NMCID and the New Mexico Public Works Act and Procurement Code. No subcontracting costs can be hidden in a cost proposal to CES.
6. Subcontractor Payment: Contractor agrees to pay subcontractors in a timely manner and in accordance with the New Mexico Subcontractors Act. If contractor receives a progress payment from CES, the contractor will pay subcontractor(s) their correct proportion of the amount paid. CES will contract to provide release of liens from subcontractors within fifteen (15) days of date of payment. Failure to pay subcontractors for work faithfully performed and properly invoiced can result in the suspension or cancellation of this contract.
7. Subcontractor's labor used must be of a standing or affiliation that will permit the work to be carried on harmoniously, without delay and will not cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors will not employ anyone whose employment might be objected to by prime contractor or Member.

Suspension or Debarment Status: If any firm, business, person or vendor submitting an offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the Offeror must include a letter with its response or offer setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter,

or to not disclose in the letter all the pertinent information, will result in the cancellation of any contract. By signing the offer section, the Offeror certifies that no suspension or debarment exists.

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

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

Term of Contract and Extension: The term of the agreement will commence on award and continue until October 1, 2012, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for Three (3), additional 12-month periods ending on September 1, 2010, September 1, 2011, and September 1, 2012. Since technology changes rapidly, CES may require a Contractor 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. (See also Cancellation)

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

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

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

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

Total Project Costs: Total Member's costs include energy, facilities, repair costs, present values of monies, vendor charges, personnel costs, bonds, New Mexico gross receipt taxes, CES one percent (1%) administrative fee and all other identifiable costs. Contractor charges include all the costs of contractor support, materials, transportation, permit fees and all other identifiable costs associated with the proposal. Contractor costs means the costs of all hardware, materials, software, transportation, contractor support, warranty fees and all other identifiable costs associated with the project proposal. Contractor support means services provided by the contractor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.

Warranty/Quality Guarantee: The Offeror warrants that all equipment, supplies, materials and services delivered under this solicitation conforms to the specifications of this solicitation and/or the specifications as defined in individual projects performed under this solicitation. The manufacturer has the primary responsibility to honor a manufacturer's warranty. The Offeror must agree to assist the Member in reaching a solution regarding a dispute with the manufacturer over a warranty's terms and comply with the following:

1. Contractor warrants that any equipment or material supplied to CES or its Members will conform to all requirements of the contract and all representations of contractor and will be fit for all purposes and uses required and defined in each individual project. All work performed, equipment and materials must carry a minimum 12-month manufacturer's/contractor's warranty that includes parts, labor and reimbursable expenses.
2. Unless modified elsewhere in this solicitation, contractor warrants that for one (1) year after acceptance of the individual project, the work performed, equipment and/or materials provided to the Member will be:
 - a. Of a quality to pass without objection in the industry or trade normally associated with them;
 - b. Fit for the intended purpose(s) for which they are being purchased and/or being used;
 - c. Of even kind, quantity and quality within each unit and among all units, in the variations permitted by the contract;
 - d. Adequately contained, packaged and marked as the contract may require; and
 - e. Conform to the written promises or affirmations of fact made by contractor.
3. Any extended manufacturer's warranty that is obtained to meet the 12-month requirement will be passed to the Member without exception. CES reserves the right to cancel the contract if contractor charges the Member for any product and/or services received at no cost under a warranty.

Weighted Evaluation: CES reserves the right to use a point system to evaluate responses and to assign points to the cost elements as it determines most appropriate. The scoring system will be based on the point system defined in each category.

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

Year-End Procurement: For purchase orders (PO) issued to a contractor, goods must be delivered and services must be completed five (5) days prior to the end of the Member's fiscal year (June 30th).

CES must receive all invoices dated for the prior fiscal year by the 10th of July. The Member can cancel purchase orders not completed by June 25th. The Member can issue revised purchase orders dated after July 1st for any goods not delivered or services not completed by June 25th.

SECTION II: SCOPE OF WORK AND SPECIFICATIONS

A. SCOPE OF WORK

1. CES, which is based in Albuquerque, is composed of all of the 89 New Mexico public school districts and 71 other public educational institutions that are parties to the Revised and Amended 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, 170 public educational institution Members use one or more of the CES provided programs or services each year.
2. Members and other local public bodies will individually elect to participate or not participate in each section of the provided Scope of Work. No estimate or guarantee of services is made to the Offeror.
3. It is important that the Offeror understands that CES is not a sales agency or a marketing firm. If you are awarded a contract, you must be committed to work your contract. Due to the scope of work solicited herein, the Offeror must be willing, able and possess the manpower to make one-on-one contact with Members' business officers and buyers to ascertain their needs and requirements in order to develop and propose a solution that they can consider to meet their needs.
4. When you respond, CES is asking you to become a partner in providing quality goods and services to its Members at competitive prices. Partnership with a contract awarded through competitive proposals saves Members both time and money. Time is saved by being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise RFP, open each response, evaluate and have the board make a selection). Money is saved because each CES partner has already agreed that our Members have the lowest prices it will offer to procurement units in the state.

B. DUTIES OF THE CONTRACTOR

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

C. DUTIES OF CES

The general duties of CES will include:

1. Inform Members of contractor and obtain participation of Members.
2. Inform contractor of participating Members.
3. Process orders, pay requests and payments.
4. Follow up as needed on problems.
5. Periodic review with contractor as to projects and any problems.

D. SOLICITATION TIMELINES – CES will make its best effort to adhere to the following schedule of events.

Published RFP and legal advertisement	Sunday 08/3/08 and 08/10/08
RFP documents will be available	Monday 08/04/08

Non-Mandatory Pre-Proposal Meeting at 2:00 p. m.	Thursday 08/21/08
Written questions submittal deadline	Friday 09/12/08
RFP proposal due date	Friday 09/19/08
RFP proposal evaluation	Monday 09/22/08 to Friday 10/03/08
Preliminary award notice	Monday 10/8/08
Final award notice	Friday 10/23/08

E. OVERVIEW OF REQUEST

1. CES and its Members desire to contract with a responsible firm or firms to provide products, perform construction services and/or install finished products, materials or articles of merchandise and equipment, which are fabricated into and become a permanent fixed part of a structure; construct, alter, repair, add to, subtract from, improve, move, remove or demolish any building system, structure, facility, excavation or to do any part thereof or perform work in connection with improvements to Category 1, Lot 1 - Propane Fuel and Delivery Only; Category 1, Lot 2 - Propane Fuel, Tanks, Products and Services; Category 2, Floor Coverings, Installation and Related Services – Ceramic Tile, Rolled Carpet Products, Resilient Floor Covering, Plastic Laminate Flooring, Resilient Sheet Flooring, Resilient Tile Flooring, Resilient Carpet Tile, etc.
2. Under this solicitation, a master contract is established with standard specifications and pricing based upon a coefficient that is applied to the (R.S. Means) unit pricing or other pricing methodology established herein. When a specific project is requested, the Member and the CES contractor agree on the scope, and the cost is determined by the pricing methodology outlined in the contractor's response and subsequent award by CES.
3. Because all work under this solicitation is on a project-by-project basis, exact project specifications are not available. General specifications and requirements are listed under each category. Firms whose statements of qualifications and offerings are accepted, approved and awarded will be used to develop and establish the specifications for any work to be performed under individual projects.

F. SPECIAL SOLICITATION SECURITY

1. CES has determined that, for this proposal, it will require a bid bond in the amount of Twenty-Five Thousand Dollars (\$25,000). It must accompany the RFP submittal and be placed behind Tab 1.
2. Acceptable bid security, which must be provided with the submission of the initial offer, will be an amount equal to that specified above, or an annual or one-time bid bond underwritten by a surety company licensed to issue bid bonds in New Mexico. Bid security can be provided using a form similar to the New Mexico State Procurement Department, with the principal being the prime contractor and CES being the Agency of Record.

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

G. BONDS

1. Upon execution of a contract between a CES Member and the prime contractor, performance and payment bonds will be provided the Member as required by New Mexico law.

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

H. PAYMENT RETENTION, PROGRESS PAYMENTS

1. In order to comply with New Mexico House Bill 320, N.M.S.A., 2001, Section 4. A., Retainage Act, CES will not retain any funds on progress payments during any construction projects. The prime contractor agrees to only request payment for goods and services delivered and received.
2. Final payment of a contract, for which progress payments have been made, will not be made until project is totally completed (including punch list items), and the final application for payment is signed by the CES Member and received by CES.
3. If the Member and the prime contractor agree to retainage or a substitute security, the agreement must be in full compliance with New Mexico Procurement Code and House Bill 320. If a substitute security or retainage is agreed upon, written notice must be provided to all parties prior to the issuing of a CES purchase order.

I. CONTRACT BETWEEN OWNER, BUYER AND CONTRACTOR

1. An agreement by CES, its Member and a CES contractor for the purpose of procuring construction and professional services for a particular project must be completed for any construction project offered and performed under this RFP with a total value of Sixty Thousand Dollars (\$60,000) or more. This agreement must be signed by all parties prior to the contractor starting any work.
2. Owner (Member) is an educational institution or local public body which is a party to the aforementioned Joint Powers Agreement desiring to receive certain goods and services offered by the CES contractor under this RFP.
3. Buyer (CES) is an entity created by a Joint Powers Agreement as Authorized by Section 11-1-1, et. seq., N.M.S.A., 1978 which is acting as a conduit through which title to tangible goods may be vested in Owner. Buyer warrants and assures the Owner that it has complied

with the Procurement Code, the Public Works Contract Act and the Subcontractor Fair Practices Act in contracting for procurements from CES contractors.

4. Contractor is a vendor who has responded to a Request for Proposal published by buyer in accordance with the Procurement Code, Section 13-1-137 (A), N.M.S.A., 1978, and a resultant contract has been issued to the vendor of goods and services in the construction area.
5. The contractor will be responsible for providing CES with the information required to complete this form.
6. It is at the discretion of the owner and the contractor to determine if an additional industry standard owner/contractor contract is to be executed in addition to this contract.

J. CONTRACT BETWEEN MEMBER AND PRIME CONTRACTOR

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

1. The narrative should be a comprehensive description of the project to be constructed by the company. It is an overview of the entire project.
2. The Scope of Work is a description of the work to be performed by the prime contractor that includes all specifications, drawings and other official documents. All applicable codes around which the contract is made will be included as will any technical specifications and general conditions.
3. Work to be performed by the CES Member must be clearly described.
4. The Member must provide an all-weather road to the site and prepare the site with room for construction equipment.
5. The condition of the site prior to start up will be agreed upon between the Member and the prime contractor and will be written into the contract. The prime contractor will assume full responsibility for the protection and safekeeping of any products stored on the premises.
6. Temporary electrical service and the cost for power, water and other Member costs will be identified.
7. The method and manner of performance must be stated. Employees of the prime contractor are not employees of the CES Member. The level of competency of the personnel will be subject to approval by the CES Member. The prime contractor must agree to comply with all local, state and federal laws. Noise, pollutants, and material hauling operations must not annoy adjoining property owners. Procedures for dealing with fire, theft, and storm damage must be established. Methods the prime contractor will use to guarantee safe job practices relating to the health and welfare of the Member's employees must be established.
8. If construction space is directly under, above, in or near Member used space, the prime contractor must agree to receive written approval from the contact person prior to interrupting any classroom or program.
9. Access to the construction space will be limited to the way agreed upon by the parties.
10. Fixtures, that is, air conditioning units and other equipment, will be moved as required for performance of work, installation structures, and in accordance with plans and specifications. When fixtures are moved, they will be placed in a protected area so as not to damage any part or component. Appropriate measures will be taken to prevent rust, vapors, gases or odors from entering the owner-occupied areas used during construction, replacement, or repair

services. The appropriate tradesmen, and/or company, licensed to perform such work will perform all disconnections and reconnections. Any damage caused by the disconnection, storage, or reconnection of equipment will be repaired at no additional cost to the CES Member.

11. All work will be accomplished in conformance to Occupational Safety and Health Administration (OSHA) safety requirements and any additional federal, state, or local fire or safety requirements. Contractor must advise Member contact person whenever work is expected to be hazardous to students, Member employees and/or operators.
12. When working, loading, unloading, repairing or operating equipment near an owner-used area, the prime contractor will maintain a crewman in the area as a guard to keep students and adults from wandering in if the area is not protected.
13. Fire extinguishers will be maintained within easy reach whenever power tools and torches are being used. The prime contractor will advise the Member contact person when volatile materials are to be used near air ventilation intakes, so that they can be shut down or blocked as directed.
14. The prime contractor will deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and prime contractor's name. Damaged or un-labeled materials will not be accepted. The prime contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the Members contact person.
15. The prime contractor must agree to treat its labor in keeping with its labor contract agreement and in the best interest of the CES Member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the CES Member must be limited to only those approved by the CES Member.
16. Change orders are to be avoided, if possible, since they often indicate poor planning. A mutually agreed upon system for establishing changes must be identified, including changes in scope and changes in compensation for the prime contractor. Because of cost, safety and scheduling considerations, the ability to make field change orders needs to be permitted, and mutually agreed upon paperwork to document these changes, must be allowed. A change order that increases the contract amount in excess of Fifteen Thousand Dollars (\$15,000), or five percent (5%) of the contract amount, whichever is greater, must be approved, in writing, by the governing board of the CES Member. A copy of the approval must accompany a revised purchase order to CES. No change order that increases the cost of the project will be permitted without a purchase order to CES from the Member ordering the change. Minor changes mutually agreed upon between the Member and the prime contractor that do not involve compensation may be made without informing CES, unless such change significantly modifies the scope and needs to be documented.
17. Compensation
 - a. Compensation for received goods, terms of progress payments, and a schedule of payments will be described in the contract document. The agreement must state that CES will not be responsible for any late fees due the prime contractor by the CES Member.
 - b. The CES Member retains the right to extend the schedule of work or to suspend the work and to direct the prime contractor to resume work, when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through CES as allowed in the agreement.

- c. The prime contractor must agree that the CES Member reserves the right to release information about the project, and that any advertising of the project by the prime contractor must be approved by an authorized official of the Member.
 - d. A schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor. Monthly progress reports must be given to the CES Member by the prime contractor. The specifics of what is reported should be described in the contract.
 - e. Terms for acceptance by the Owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the Owner to assume control prior to the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation.
18. For audit purposes, a copy of any contract(s)/agreement(s) between the CES Member and the prime contractor must be kept on file in the CES office. It is the responsibility of the prime contractor to supply a signed copy of any contract(s)/agreement(s) to CES.
19. The condition of the site before start-up will be agreed upon between the CES Member and the contractor, and will be written into the contract.

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

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

L. QUALITY CONTROL ISSUES

- 1. During the course of the contract, the Member's contact person may secure samples according to Construction Industries Division guidelines or industry standards of materials being used from containers at the job site, and submit them to an independent laboratory for comparison to specified material.
- 2. Should test results prove that a material is not functionally equal to or better than specified, the prime contractor will pay for all testing and any cost incurred to have materials installed to replace those found not to comply with the specifications and remove and dispose of the materials not complying.
- 3. Should test results prove that materials tested were functionally equal to specified material, the prime contractor will be notified of the results.
- 4. Upon completion of the project, prime contractor acceptance, and complete payment received, the prime contractor will deliver to the CES Member all associated warranties and owners manuals. A copy of any and all warranties and guarantees applicable to goods and services covered under this bid must be included as part of the bid response.

M. QUOTES AND PROPOSALS

- 1. All proposals submitted to a CES Member under this RFP may be time and materials, or based upon R.S. Means and/or one of the other methods identified herein. If R.S. Means-

based proposals, you must use the current year, standard cost data. Only the following cost data titles will be accepted:

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

N. NEW MEXICO STATE WAGE RATE DOCUMENTATION

1. The New Mexico Department of Labor (NMDOL) requires that certain forms be completed for every project that needs a wage decision issued. CES will submit for the wage decision and upon receipt of the decision will provide it to the prime contractor. The contractor is responsible for completing and submitting the required forms to the NMDOL and must provide CES with a copy of the following required forms: NOTIFICATION OF AWARD, STATEMENT OF INTENT TO PAY PREVAILING WAGES, and AFFIDAVIT OF WAGES PAID.
2. The prime contractor must submit the Statement of Intent to Pay Prevailing Wages and the Notification of Award to the New Mexico Department of Labor, with a copy being mailed or faxed to CES, prior to the start of this project. The Affidavit of Wages Paid must be submitted to the New Mexico Department of Labor, with a copy being mailed or faxed to CES, at the conclusion of your work on the project. The minimum information required for the Notification of Award is: general contractor's name, address, telephone and fax numbers, approximate date work to start, estimated completion date, estimated cost of project and subcontractor list, being sure to provide name, address, telephone and fax numbers for each subcontractor. The prime contractor is responsible for insuring that its subcontractor(s) also submit the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid to the New Mexico Department of Labor, with a copy being mailed or faxed to CES.
3. CES will not make any payments until copies of the Notification of Award, Statement of Intent to Pay Prevailing Wages and, for projects \$25,000 or greater, the Payment and Performance Bond, are received by CES. Final payment will not be released until CES receives a copy of the Affidavit of Wages Paid.

O. RFP SCOPE OF WORK

New Mexico educational institutions are continually upgrading existing facilities to meet their current and future facility needs. CES is seeking qualified Proposers who are licensed in the State of New Mexico to provide Category 1, Lot 1 - Propane Fuel and Delivery Only; Category 1, Lot 2 - Propane Fuel, Tanks, Products and Services; Category 2, Floor Coverings, Installation and Related Services – Ceramic Tile, Rolled Carpet Products, Resilient Floor Covering, Plastic Laminate Flooring, Resilient Sheet Flooring, Resilient Tile Flooring, Resilient Carpet Tile, etc. Under the terms of any award given under this RFP, each individual project contract will be negotiated with the CES Member.

P. SPECIAL TERMS AND CONDITIONS

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

1. New Mexico is a large state geographically. For this solicitation, CES is dividing the state into seven (7) service regions. Offerors will be required to indicate within their response to which of these service regions of the state they wish to provide services, and prioritize the areas in order that your firm intends to concentrate its efforts if given an award. The seven service regions are described below.
 - a. Region One (1) – Aztec, Bloomfield, Central, Dulce, Farmington and Jemez Mountain school districts.
 - b. Region Two (2) – Chama Valley, Española, Mesa Vista, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos school districts.
 - c. Region Three (3) – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Pecos, Raton, Roy, Springer, Wagon Mound and West Las Vegas school districts.
 - d. Region Four (4) – Albuquerque, Belen, Bernalillo, Cuba, Estancia, Gallup-McKinley, Grants-Cibola, Jemez Valley, Los Alamos, Los Lunas, Magdalena, Moriarty, Mountainair, Quemado, Rio Rancho, Socorro and Zuni school districts.
 - e. Region Five (5) – Clovis, Corona, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Santa Rosa, Texico, Tucumcari and Vaughn school districts.
 - f. Region Six (6) – Alamogordo, Animas, Capitan, Carrizozo, Cloudcroft, Cobre, Deming, Gadsden, Hatch Valley, Hondo Valley, Las Cruces, Lordsburg, Reserve, Ruidoso, Silver, Truth or Consequences and Tularosa school districts.
 - g. Region Seven (7) – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum school districts.
2. CES will not withhold an amount for retainage. However, final payment will be released by CES only when the project is complete and all required documents have been received and approved by CES. Progress payments may be a part of any project and must be stipulated.
3. In the construction, erection or repair of all buildings and structures under this award, the Offeror is hereby required to use, whenever the species of lumber necessary for such construction or repair work is available in this state, such species of lumber produced from timber grown in the State of New Mexico.

4. The listing threshold for this RFP will be Five Thousand Dollars (\$5,000). The Offeror will list all persons, businesses and contractors who the Offeror anticipates to be a subcontractor under this RFP. This information will include: (a) name, address and county of the place of business; (b) category of product and services that will be performed by each subcontractor; and (c) their NMCID license number. Pursuant to Section 13-4-38, et., N.M.S.A., 1978, if an Offeror fails to list a subcontractor in excess of the listing threshold, and they do not state that the provider is a sole source or that they will put all work that exceeds the threshold to individual bid each time, they are stipulating and stating that they are fully qualified to perform the proposed products and services themselves and that they will perform all work themselves.
5. If after the award of the contract the Offeror subcontracts any portion of the work in excess of the listing threshold to an unlisted subcontractor, the Offeror will be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided therein.
6. Progress payments may be made to the Offeror on the basis of a duly certified and approved estimate of work performed during a designated period of time or percentage of project completed. The Offeror must agree to pay all subcontractor or material suppliers for work completed, accepted and billed within seven (7) days of their receipt of the progress payment from CES, unless otherwise agreed on in writing between the parties.
7. A subcontractor to the Offeror may request, in writing, that the subcontractor be notified by CES within five (5) days from payment of each progress payment made to the Offeror. It is the responsibility of the Offeror to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that the CES Member must make payments before CES can issue progress payments. The Offeror must provide CES with all subcontractors and suppliers information utilized for any individual project performed under this RFP.
8. The Offeror and the CES Member will agree upon a schedule of payments based on identifiable milestones of the project and include these timelines in project contract documents.
9. In any additional contract between the Offeror and a CES Member based on this RFP, the terms and conditions of the RFP will prevail. A contract between the CES Member and the Offeror for construction will be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.
10. In any contract between the CES Member and the Offeror, a scope of work (a description of the work to be performed by the Offeror) will include all specifications, drawings and other final documents. All applicable codes around which the contract is made will be included, as will any technical specifications and general conditions.
11. Work to be performed by the CES Member must be clearly described and agreed to by the Offeror and CES Member prior to project start up. Any agreements on liquidated damages and early completion incentives will be between the CES Member and the Offeror and must be agreed upon in writing prior to start up. If the CES Member declines a liquidated damages or early incentive agreement, the Offeror will obtain a written and signed statement to this effect. A copy will be provided to CES.
12. The condition of the site before start up will be agreed upon between the CES Member and the Offeror and will be written into the contract. The Offeror will assume full responsibility for the protection and safekeeping of any products stored on the premises.

13. Temporary electrical service and the cost for power, the cost for water and other Member costs will be identified and agreed upon in writing.
14. The method and manner of performance must be stated: employees of the Offeror are not employees of the CES Member or CES; the level of competency of the personnel will be subject to approval by the CES Member; the Offeror must agree to comply with all local, state and federal laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations; procedures for dealing with fire, theft, and storm damage must be established; and methods the Offeror will use to guarantee safe job practices relating to the health and welfare of the Member employees and company employees will be clearly stated.
15. All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state or local fire or safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the CES Member of the situation. The Offeror will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.
16. The Offeror must advise CES Member's contact person whenever work is expected to be hazardous to school children, Member employees and operators.
17. The Offeror will deliver materials to the worksite in new, dry, unopened and well-marked containers showing product and Offeror's name. Damaged or unlabeled materials will not be accepted.
18. The Offeror will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the Member's contact person.
19. Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract. The agreement must state that CES will not be responsible for any late fees or penalties due the Offeror by the CES Member.
20. The CES Member retains the right to extend the schedule of work or to suspend the work and to direct the Offeror to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through CES as allowed in the agreement.
21. The Offeror must agree that the CES Member reserves the right to release information about the project and that any advertising of the project by the Offeror must be approved by an authorized official of the buyer.
22. A schedule for performance of work that can be met without planned overtime is the responsibility of the Offeror.
23. Terms for acceptance by the Member and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the Member to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes total acceptance before payment of any retained compensation. Upon completion of the project, the worksite will be left in a condition equal to or better than before the project.
24. For audit purposes, a copy of any contracts and agreements between the CES Member and the Offeror must be kept on file in the office of CES. It is the responsibility of the Offeror to supply a signed copy of all contracts and agreements to CES.
25. The Offeror may offer extended warranties available at extra cost to Members that agree to a maintenance contract. The maintenance contract must be offered as a separate line item.

Upon request, no-cost training must be offered by the prime contractor for the maintenance staff of the Member and will be arranged before installation as part of the purchase contract.

26. Upon completion of the work, the Offeror will present the Member with all documents necessary to close out the project. Maintenance manuals, drawings and warranties on installed equipment will be given to the Member.
27. Even if final payment is made, if the Member discovers an unfinished job that should have been completed, the Offeror will complete the work in a timely fashion at no additional cost.
28. The Offeror will perform all warranty work and remain available to the Member should continued service be required after warranty obligations are met.

Q. PRICE AND COST SUBMITTAL

1. The R.S. Means Company publishes a CD and books covering a wide range of the various construction services and products that may be required under this RFP. The current CD/books will be the basis for all construction services and products provided within a quote or proposal that is not clearly stated and identified within an established published price list provided as part of the Offeror's response.
2. The Offeror represents what portion of the R.S. Means total cost (including overhead and profit) will be charged the CES Member for construction costs. A bid cost of 92% indicates that the contractor will charge the Means Total Cost for each assembly item times .92 as the billable amount; a bid cost of 102% indicates that the contractor will charge the Means Total Cost for each assembly item times 1.02 as the billable amount. Note that this item includes state tax. Travel and per diem have not been included. In preparing a proposal for a CES Member, travel and per diem may be added if the location of the project is more than 70 map miles from the home location of the contractor or subcontractor. If overtime is required to meet the CES Member's timelines, the additional cost must be clearly identified.
3. Factors affecting cost, including quality of materials, productivity of labor force, size of project and location have been included in the Means calculation. Bond costs have been included in Means overhead and profit. Items such as season of the year, contract management, weather conditions, building code requirements, safety and environmental concerns have not been addressed and must be broken out and clearly identified and stated with their related costs.
4. The labor cost table must be completed showing contractor's CES rates. These rates will be used to determine driving time, overtime and other chargeable time.
5. For goods and services provided under this contract that are not part of an R.S. Means portion of a quote/proposal, the cost of these items will be calculated by taking the list/retail price less the CES discount. Any items not covered by R.S. Means or a published price list must be submitted in advance and approved by CES prior to being included in any quote or proposal.
6. If a product/service is found not to be listed on a manufacturer and/or retail price list and is custom designed, manufactured and is provided for a unique application or project, the Offeror must issue a written request for quote to three (3) or more manufacturers, providers and suppliers of such products/services. All written responses to the Offeror's written quote must be submitted to and accepted by CES prior to the cost of said item(s) being included in any quote or proposal submitted to a CES Member. CES and/or its Member reserve the right to accept or reject any quote or proposal including such items.

7. If a product or service is required as part of the performance under this contract that can only be obtained and/or manufactured from a single source and fall under the sole source provision of the New Mexico Procurement Code (13-1-126), the Offeror must provide CES with the necessary documentation to substantiate the purchasing method.
8. Cost evaluation will be based on a point system with points being awarded for being low to high bidder for each cost evaluation item, that is, contractor, discount off R.S. Means, overhead and profit percentage markup, mileage charge, per diem rate, travel time, etc. If an Offeror leaves out an item that is required, CES will allot zero (0) points to that item, and if awarded a contract, that item cannot be used in providing products or services. The low bidder will receive the full point value and all other bidders will receive points calculated as follows:

(Lowest Bid / Other bid) x point value

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

(Lowest Bid / Other bid) x point value

R. LISTING OF CATEGORIES

This RFP is for two categories, and the categories are divided into the following sections:

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

Category 1

Lot 1 Propane Fuel and Delivery

Categorical Scope of Work

Several CES Members do not have natural gas available for heating and cooking and are using liquid propane fuel to meet their needs. Therefore, CES is seeking a vendor(s) to provide propane fuel. The Offeror must have the experience and capability to provide and deliver liquid propane fuel on a schedule or on an as-needed basis and must possess the appropriate licenses to handle, deliver and transport liquid propane fuel.

Categorical Definitions

ACI – American Concrete Institute Building Code

ADA – Americans with Disabilities Act

AGA – American Gas Association

AISI – American Iron and Steel Institute

ANSI – American National Standards Institute

ASME – American Society of Mechanical Engineers

ASTM – American Society for Testing and Materials

AWS – American Welding Society

CFM – Cubic Feet per Minute

CPSC – Consumer Product Safety Commission

EPA – Environmental Protection Agency

International Association of Plumbing and Mechanical Officials Uniform Plumbing Code – An association that publishes and recommends standards and guidelines relating to plumbing and mechanical system design and installation

International Conference of Building Officials Uniform Building Code – A set of guidelines, standards and best practices relating to the various trades involved in building construction

ISO – International Standards Organization

MSRP – Manufacturers Suggested Retail Price

NBFU – National Board of Fire Underwriters

NEC – National Electrical Code

NFPA – National Fire Protection Association

NFPA 58 – Liquid Petroleum Gas Code, for gas piping materials and components, gas piping installations, and inspection, testing, and purging of gas piping systems

NFPA 70 - National Electrical Code

NMAC 14.7.2 - 2006 New Mexico Commercial Building Code

NMAC 19.15.40 – New Mexico Liquefied Petroleum Standards

NMCID – New Mexico Construction Industries Division

NMPED – New Mexico Public Education Department, formerly called the New Mexico Department of Education

NMPSFA – New Mexico Public School Facilities Authority

OSHA – Occupational Safety and Health Administration

UBC – Uniform Building Codes

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.

USPHS – United States Public Health Service

Categorical Terms and Conditions

The following terms and conditions are in addition to the applicable standard terms and conditions listed previously. Please review each and then sign the signature line on Form E. Put a copy of the signed page after Tab 5.

1. Through written documentation, the Offeror must be able to demonstrate that it has all of the required licenses and certifications required to provide any/all of the products, materials and supplies and to perform the services requested herein.
2. The Offeror will employ and/or contract only with licensed personnel who have:

- A. The proper LP license and be registered in the State of New Mexico.
 - B. Who have at least three (3) years of documented experience to perform the work described herein.
 - C. The Offeror will need to provide documentation and place behind Tab 5.
3. All products and services proposed in response to this category must be industrial grade and quality while meeting and/or exceeding and complying and conforming to all federal, state, local and industry standards, codes, regulations and best practices.
 4. The Offeror must provide all required MSDS sheets to CES Members for their records.
 5. The offeror must be willing and able to comply and conform with the following items relating to obtaining and delivering liquid propane fuel.
 - A. Propane Fuel
 - 1). Proposed prices for propane fuel shall be based on the refinery cost at time of shipment, plus a fixed fee to include transportation, handling and service cost, and Offeror's overhead and profit. In the response, the Offeror must clearly identify a per gallon cost for each of these items.
 - 2). A copy of the refinery-posted price and a letter from the refinery verifying posted prices, plus a copy of the bill of lading, shall be submitted to CES at the time of invoicing. Invoice price per gallon must include the price components as stated above.
 - 3). Escalation and de-escalation of fuel prices – CES and its Members understand that propane fuel prices will fluctuate during the term of this contract due to supply, demand and market pressures. For this reason, it is understood that the propane supplier shall, upon request of the CES Member or prior to making a delivery, provide the current price of the propane fuel to be ordered and delivered. This process will allow the Offeror to raise and lower its price of fuel if its price of fuel purchased from its supplier increases or decreases. The documentation noted above must be made available in order to justify any and all price adjustments.
 - 4). The bid price shall be based on a set freight and markup charge over common rack pick-up point closest to the region on which the Offeror is proposing. The Offeror will need to provide documentation as to which rack location will be used by region for this solicitation.
 - 5). For each delivery, the successful Offeror shall consult the closest rack location and obtain the rack price in effect at the time of each delivery. This price shall then be used to compute the contract fuel pricing.
 - 6). The Bidder's fixed fee shall not include any state and federal taxes. Any applicable taxes shall be included as a separate item charge on the billing invoices.
 - B. CES Member's tanks will vary in size, and the Offeror must obtain the needed information from each Member prior to acknowledging and scheduling a delivery. Tanks will be filled on an as-needed, requested basis, or using a smart fill system, and the Offeror will establish a schedule and method with the Member.
 - C. The quantities of propane supplied to the individual facilities will be based on actual supply volumes provided. Actual usage will vary with weather conditions and facility usage. The Offeror will need to coordinate with the CES Member to ensure adequate supplies are on hand to meet their needs.
 - D. Transportation and delivery charges are based on the location of the production or storage plant and their proximity to each participating Member's tank location. The Offeror must

describe within its response how these charges are determined and calculated, and the location from which the propane will be picked up.

- E. Propane shall be delivered and placed into Members owned, leased, or rented tanks where specified.
- F. Offeror delivery personnel shall inspect all Members tank fittings, gauges, and other parts of each tank before filling, and notify Members personnel of necessary repairs before filling. Offeror will follow up with written notice of the findings, along with recommended solutions to resolve the issue.
- G. Invoicing of propane delivered will be submitted to CES. A copy of the delivery ticket will be signed off by the CES Member's representative, together with a copy of the required documentation as noted previously, including the location of the tank, its serial number, the tank level before filling and after filling, the amount of propane dispensed in tank, the extended price tallied on the ticket and the total amount charged for that delivery.
- H. The Offeror will comply with and conform to all federal, state and local requirements governing the provision and delivery of propane fuel.

Required Categorical Response

1. Offeror must, through written narrative, clearly identify the type, kind and level of products and services it is proposing to provide CES Members under this categorical lot of the RFP, to be placed after Tab 5, and shall include:
 - A. Delivery services offered.
 - B. How a CES Member will communicate requirements for propane delivery.
 - C. Explain the various options available to the CES Member for propane tank to be filled to include, but not limited to, the following options:
 1. As-needed
 2. By request
 3. Using a smart fill type system that monitors propane level in tank
 4. Other options
 5. How will CES Member schedule delivery
2. Transportation or delivery charges are based on the location of the production or storage plant and their proximity to the CES Member's tank location.
 - A. Describe how these charges are to be determined and calculated as part of your fixed fee.
 - B. Provide a list of production and/or storage facilities to be used with their locations and address by CES region.
 - C. If products and services are to be provided by subcontractors on the Offeror's behalf, provide names, contact information, products/services to be offered, qualifications and LP license numbers.
3. The Offeror must, through written documentation, detail its ability to perform the services offered by providing prior experience with educational institutions. The documentation shall include:
 - A. Transportation and delivery capabilities to include:
 1. Delivery fleet
 - a). How many delivery vehicles and their capacity.
 - b). How many delivery employees that are employees or under contract, LP license(s) to provide delivery services.

- c). Amount of delivery capacity to be subcontracted.
- 2. CES regions that can be served.
- B. How CES Member will order propane.
- C. How Offeror does background checks.
- D. Copies of LP licenses as required for transportation and delivery of propane in New Mexico.
- E. Copy of Offeror safety procedures for handling and transportation of propane.
- F. Provide a list of current contracts for propane delivery to include the following:
 - 1. Total estimated value of contract.
 - 2. Provide the institution's name, address, phone number, and contact person's name and title for each contract.
 - 3. Provide a brief narrative of the pre-sale and follow-up consulting services offered to ensure institution's satisfaction.
 - 4. List five (5) educational institutions to which you have provided propane fuel.
- 4. Provide a narrative of your company's policies, procedures and strategies to ensure quality control and response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure Member satisfaction.

Categorical Price and Cost Submittal

1. The Offeror must provide a complete list of all products and services that it is proposing to offer under this category. All prices submitted must comply with the format requested in CES Form D-1 for Lot 1 (Microsoft Excel spread sheet). The Proposer will need to provide a separate cost for each region to consist of :
 - A. Published refinery price or rack price per gallon for the storage or refinery location for the region(s) submitted.
 - B. A firm fixed fee per gallon to include transportation, overhead, handling and profit for the region(s) submitted.
 - C. The Offeror, for evaluation purposes, is to submit a published refinery price or rack price and location based upon the price per gallon of propane as of September 5, 2008, and provide the documentation to validate the price.
 - D. Evaluation of the Offeror proposal will include the price of propane submitted as of September 5, 2008 and the firm fixed fee and other criteria as outlined in Form D1 for Lot 1.
2. All pricing information must be placed behind Tab 6 of the Offeror's response.

Evaluation Cost Items

1. Escalation and de-escalation of fuel prices – CES understands that propane fuel prices will fluctuate during the term of this contract, due to supply, demand and market pressures. For this reason, it is understood that the propane Offeror shall be allowed to raise and lower its price of fuel if the price of fuel it purchases from its supplier increases or decreases. For evaluation purposes and bid prices for the RFP, please provide the appropriate documentation as required in the Categorical Terms and Conditions, as if the purchase and delivery was made on September 5, 2008.
2. Price submission and evaluation – The cost submitted for this RFP for propane will be the published refinery price per gallon or rack price per gallon for the storage or refinery location for

the region(s) submitted as of September 5, 2008, plus a firm fixed fee per gallon by region which includes all transportation/delivery cost plus handling, service, overhead and profit. All costs for the purchase and delivery of propane for each destination listed below must be included in one of the elements listed. Terms for determining the number of miles must be clearly noted, that is, miles are round trip miles from storage facility located at blank address. List all storage facilities to be used.

Category 1

Lot 2 Propane Fuel, Tanks, Products and Services

Categorical Scope of Work

Several CES Members do not have natural gas available for heating and cooking and are using liquid propane fuel to meet their needs. Therefore, CES is seeking a vendor(s) to provide a turnkey solution to provide propane fuel, propane tanks, hardware and other related propane maintenance services for vehicles, buildings, tanks and appliances to these Members.

The Offeror must have the experience and capability to inspect, provide, and deliver liquid propane fuel and install, maintain and renovate propane appliances, tanks and distributions systems.

Categorical Definitions

ACI – American Concrete Institute Building Code

ADA – Americans with Disabilities Act

AGA – American Gas Association

AISI – American Iron and Steel Institute

ANSI – American National Standards Institute

ASME – American Society of Mechanical Engineers

ASTM – American Society for Testing and Materials

AWS – American Welding Society

CFM – Cubic Feet per Minute

CPSC – Consumer Product Safety Commission

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International Association of Plumbing and Mechanical Officials Uniform Plumbing Code – An association that publishes and recommends standards and guidelines relating to plumbing and mechanical system design and installation

International Conference of Building Officials Uniform Building Code – A set of guidelines, standards and best practices relating to the various trades involved in building construction

ISO – International Standards Organization

MSRP – Manufacturers Suggested Retail Price

NBFU – National Board of Fire Underwriters

NEC – National Electrical Code

NFPA – National Fire Protection Association

NFPA 54 - Liquid Petroleum Gas Code for installation of piping and appliances for both residential and commercial applications

NFPA 58 – Liquid Petroleum Gas Code for gas piping materials and components, gas piping installations, and inspection, testing, and purging of gas piping systems

NFPA 70 - National Electrical Code

NMAC 14.7.2 - 2006 New Mexico Commercial Building Code

NMAC 19.15.40 – New Mexico Liquefied Petroleum Standards

NMCID – New Mexico Construction Industries Division

NMPED – New Mexico Public Education Department, formerly called the New Mexico Department of Education

NMPSFA – New Mexico Public School Facilities Authority

OSHA – Occupational Safety and Health Administration

UBC – Uniform Building Codes

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.

USPHS – United States Public Health Service

Categorical Terms and Conditions

The following terms and conditions are in addition to the applicable standard terms and conditions listed previously. Please review each and then sign the signature line on Form E. Put a copy of the signed page after Tab 5. Put the original signature copy after Tab 3.

1. Through written documentation, the Offeror must be able to demonstrate that it has all of the required licenses and certifications required to provide any/all of the products, materials and supplies and to perform the services requested herein.
2. The Offeror will employ and/or contract only with licensed personnel who have the correct LP and Contractor licenses and are registered in the State of New Mexico, and who have at least three (3) years of documented experience to perform the work described herein. The Offeror will need to provide documentation and place behind Tab 5.
3. All installation or services provided must be by New Mexico licensed, factory/manufacture certified individuals. The minimum license requirements for tank installation are GF-7 for Tanks and towers; EE-98 for residential and commercial electrical; MM-2 Natural gas fitting; MM-4 Heating, cooling and process piping or MM-98 Mechanical. If outside subcontractors are used to perform these and other related services, they must possess the same license as the Offeror. (Place behind Tab 4).
4. When providing installation, maintenance and/or repair services on appliances, service connections, piping and other related items, the Proposer must be factory certified and possess the proper LP and Contractor License and be qualified on the product(s) being offered.
5. All products and services proposed in response to this category must be industrial grade and quality, while meeting and/or exceeding and complying and conforming to all federal, state, local and industry standards, codes, regulations and best practices.
6. The Offeror must provide all required MSDS sheets to CES Members for their records.
7. The Offeror must be willing and able to comply and conform with the following items relating to obtaining and delivering liquid propane fuel.
 - A. Propane Fuel
 - 1). Proposed prices for propane fuel shall be based on the refinery cost at time of shipment, plus a fixed fee to include transportation, handling and service cost, and Offeror's overhead and profit. In the response, the Offeror must clearly identify a per gallon cost for each of these items.
 - 2). A copy of the refinery-posted price and a letter from the refinery verifying posted prices, plus a copy of the bill of lading, shall be submitted to CES at the time of invoicing. Invoice prices per gallon must include the price components as stated above.
 - 3). Escalation and de-escalation of fuel prices – CES and its Members understand that propane fuel prices will fluctuate during the term of this contract due to supply, demand and market pressures. For this reason, it is understood that the propane supplier shall, upon request of the CES Member or prior to making a delivery, provide the current price of the propane fuel to be ordered and delivered. This process will allow the Offeror to raise and lower its price of fuel if its price of fuel purchased from its supplier increases or decreases. The documentation noted above must be made available in order to justify any and all price adjustments.
 - 4). The bid price shall be based on a set freight and markup charge over common rack pick-up point closest to the region on which the Offeror is proposing. The Offeror will need to provide documentation as to which rack location will be used by region for this solicitation.
 - 5). For each delivery the successful Offeror shall consult the closest rack location and obtain the rack price in effect at the time of each delivery. This price shall then be used to compute the contract fuel pricing.

- 6). The Bidder's fixed fee shall not include any state and federal taxes. Any applicable taxes shall be included as a separate item charge on the billing invoices.
- B. CES Member's tanks will vary in size, and the Offeror must obtain the needed information from each Member prior to acknowledging and scheduling a delivery. Tanks will be filled on an as-needed, requested basis, or using a smart fill system, and the Offeror will establish a schedule and method with the Member.
- C. The quantities of propane supplied to the individual facilities will be based on actual supply volumes provided. Actual usage will vary with weather conditions and facility usage. The Offeror will need to coordinate with the CES Member to ensure adequate supplies are on hand to meet their needs.
- D. Transportation and delivery charges are based on the location of the production or storage plant and their proximity to each participating Member's tank location. The Offeror must describe within its response how these charges are determined and calculated, and the location from which the propane will be picked up.
- E. Propane shall be delivered and placed into Members owned, leased, or rented tanks where specified.
- F. Offeror delivery personnel shall inspect all Members tank fittings, gauges, and other parts of each tank before filling, and notify Members personnel of necessary repairs before filling. Offeror will follow up with written notice of the findings, along with recommended solutions to resolve the issue.
- G. Invoicing of propane delivered will be submitted to CES. A copy of the delivery ticket will be signed off by the CES Member's representative, together with a copy of the required documentation as noted previously, including the location of the tank, its serial number, the tank level before filling and after filling. Also documented will be the amount of propane dispensed in tank, the extended price tallied on the ticket and the total amount charged for that delivery.
- H. The Offeror will comply with and conform to all federal, state and local requirements governing the provision and delivery of propane fuel.
8. Each propane tank serviced, along with its related hardware, will be inspected prior to filling. All concerns or problems will be reported to the CES Member's representative immediately. Offeror will follow up with written notice of the findings, along with recommended solutions to resolve the issue.
9. Tank Specifications
 - A. If the Offeror intends to lease, rent and/or sell propane tanks as part of this contract, the tanks provided must be in new or like-new condition and must meet or exceed all federal, state, local and industry standards, and must have the appropriate inspections and certifications required prior to use.
 - B. Tank color must be white, unless otherwise directed by the CES Member.
 - C. Tanks and related equipment must be approved by the LP Bureau of the State of New Mexico, Construction Industries Division.
 - D. Each installation will conform to NFPA 52, NFPA 54, NFPA 57, NFPA 58, NFPA 1192 and New Mexico Liquefied Petroleum Gas Standard requirements.
 - E. Offerors must provide a price list for products to be offered in their response.
10. Tank and Distribution System Installation, Renovation and Relocation
 - A. Propane storage tanks must be designed, fabricated, tested and marked in accordance with the requirements of the ASME Boiler and Pressure Vessel Code, Section VIII.

- B. The Offeror will be responsible for procuring all required permits to include, but not limited to, installation, renovation, upgrades and maintenance for new tank installations, tank relocations, propane distribution system and appliances.
- C. The Offeror will be responsible to provide blueprints, site plans, engineering drawings and any other required documentation for installations, renovations, upgrades and maintenance for new tank installations, tank relocations, propane distribution system and appliances.
- D. The Offeror will be responsible to do a site survey prior to submittal of any proposal to CES Member to address unique requirements of the site selected in their proposal.
- E. Tanks are required to adhere to the ASME (American Society of Mechanical Engineers) rules for construction of propane pressure vessels intended for use within the United States.
- F. Tank Sizing – The Offeror will do a site survey to make recommendation to the CES Member as to size of tank required for application intended. The Offeror will submit a written report to CES Member based upon recommendations; size of tanks to be offered to include, but not limited to, the following sizes in gallons:
 - 1). 123
 - 2). 250
 - 3). 500
 - 4). 1,000
 - 5). 2,000
 - 6). 5,000
 - 7). 7,500
 - 8). 8,000
 - 9). 10,000
- G. Tanks Nameplate Markings
 - 1). All tanks markings and decals in accordance with NFPA 58 and to be legible and permanently attached to the tank to include the following information:
 - a). Container designed for service type (above or underground)
 - b). Tank manufacturers name and address
 - c). Tank water capacity in gallons or pounds
 - d). Design pressure (working pressure) in PSI
 - e). Words "This container shall not contain a product that has a vapor pressure in excess of __ PSIG at 100°F"
 - f). Outside surface area in square feet
 - g). Year of manufacture
 - h). Tank shell and head thickness
 - i). OL (overall length), OD (outside diameter) and HD (head design)
 - j). Tank manufacturers serial number
 - k). ASME code symbol
 - 2). ASME Tanks (> 2000 gallon water capacity) - The representative inlet and outlet lines for both the liquid and vapor spaces must be labeled as such.
- H. Tank pad and supports are to be constructed and installed to meet local and state building codes.
- I. Regulators
 - 1). Based upon the intended application the Offeror is to provide the CES Member with the properly sized regulator(s).
 - 2). Types of regulators that may be required:

- a). High Pressure Regulators
- b). First Stage Regulators
- c). Second Stage Regulators
- d). Integral Two-Stage Regulators
- e). Adjustable High Pressure Regulators
- f). Automatic Changeover Regulators
- 3). Regulators will need to be protected, vent point down and vent to have a screen to keep out insects.
- J. Filler Valve
 - 1). Properly sized to afford safe and efficient filling of the tank.
 - 2). Allow propane to flow in only one direction, which is into the tank.
 - 3). A protective cap to keep water and debris from entering the valve.
- K. Propane Service Valve
 - 1). Properly sized for the system requirement.
 - 2). Allows for the safe and efficient shutoff of the propane from tank to distribution system.
- L. Fixed Liquid Level Gauge and Bleeder Valve to be provided per manufacturers tank specifications to indicate when the tank is 80% filled.
- M. Vapor Equalizing Valve is required to relieve the pressure in the tank being filled to prevent overpressure and potential activation of the safety relief valve while filling a tank during periods of hot weather and to be sized per tank manufacturers requirements.
- N. Liquid Withdrawal Valve
 - 1). To allow the tanks to be emptied of liquid propane before they are transported or moved.
 - 2). To also act as a fuel device to fill smaller propane tanks.
- O. Corrosion Control
 - 1). Aboveground Containers
 - a). Aboveground containers must be painted to protect against atmospheric corrosion.
 - b). The portion of an ASME container that comes in contact with saddles or foundations (including masonry) must be protected against localized corrosion by coating the affected area or by some other means (e.g., felt, weather stripping).
 - c). Where necessary, non-metallic materials must be provided with protection to prevent deterioration due to atmospheric or chemical exposures. Corrosion protection of non-metallic materials should be in accordance with accepted engineering practice.
 - 2). Underground and Mounded Containers
 - a). For underground or mounded equipment, all metallic components must be coated or protected by some other means (e.g., cathodic protection) to minimize corrosion. The corrosion protection/control system must be maintained, where applicable, to minimize corrosion.
 - b). For mounded containers, the mounding material (e.g., earth, sand, fillers) must be a non-combustible and non-corrosive material.
 - c). For partially underground, unmounded ASME containers, the corrosion protection must extend for a vertical distance of at least 3 inches above the surface.
- P. Distribution System Pipe, Valves and Fittings
 - 1). Piping
 - a). Above ground piping should have paint and coating systems in place to protect against external corrosion.

- b). Underground metallic piping will need to be protected against corrosion by at least one of the following means:
 - i. An external coating on piping
 - ii. Cathodic protection
- c). All piping properly sized for the pressure rating, equal to or greater than the maximum allowable working pressure of the system.
- d). Pipes adequately supported for vibration and weight.
- e). Protected against physical damage.
- f). Properly marked “vapor” or “liquid”, or color-coded accordingly.
- 2). Pipe Fittings
 - a). All flanges and fittings properly sized for the pressure rating, equal to or greater than the maximum allowable working pressure of the system.
 - b). All fittings and pipe connections to be leak-free.
- 3). Valves
 - a). All valves engineered and sized for the pressure rating, equal to or greater than the maximum allowable working pressure of the system.
- Q. Electrical Systems General
 - 1). All electrical components and wiring in compliance with Table 6.20.2.2 (Electrical Area Classification) in NFPA 58-2004.
 - 2). All electrical control switches and wiring in compliance with Class 1, Group D, Division 1 or 2 (where applicable) in compliance with Table 6.20.2.2 (Electrical Area Classification) in NFPA 58-2004.
 - 3). All pump and/or compressor switches readily accessible to the operator.
 - 4). Electrical controls for equipment clearly marked or color-coded to indicate the on and off (stop) positions.
 - 5). Electrical wiring, in Division 1 or 2 areas, to be installed in rigid conduit and Class 1, Group D in flexible conduit.
 - 6). All seal-off fixtures filled with suitable putty.

11. Installation

- A. Upon request by the Member, the contractor shall schedule a meeting with the Member to discuss and review the available project documents and visit the proposed project site to access, evaluate, analyze and develop a complete and comprehensive understanding of the existing site conditions, the type, level, and categories of work being requested and the Member’s requirements and expectations.
- B. The contractor and Member will discuss and review all available options, products and methods available for providing the Member with a quality and cost effective solution to meet the Member’s project scope of work and requirements.
- C. The contractor shall, based on these discussions and site visit, prepare the required project paperwork that may include, but not be limited to:
 - 1). Detailed scope of work describing and laying out the products, specifications, procedures and methods to be utilized to complete the proposed project.
 - 2). If, after visiting and assessing the existing site conditions the contractor determines that additional site investigation is required, the contractor shall communicate to the Member the type and level of additional testing and/or site investigation with the associated cost necessary to resolve the contractor’s concerns. Such concerns shall be addressed with the Member prior to proceeding.

- 3). Prepare, submit and review with the Member a detailed cost proposal and schedule of values (based on the RS. Means price book or other pricing method) with the various options, if required, for the Member's approval. The Member reserves the right to accept, reject or modify the project in part or in whole.
 - 4). The contractor shall submit and review with the Member a project and payment timetable on which all parties will agree based on identifiable milestones of the project and shall become part of project contract documents.
 - 5). Any work to be performed and/or site preparation to be completed by the Member prior to the start of the contractor's work must be clearly described and agreed to by both parties and included in the contract documents.
 - 6). The contractor shall clearly identify and state all terms, conditions, stipulations and timelines relating to any warranty covering the work performed and the products provided. The contractor shall warrant the products and services provided for one (1) year from date of acceptance.
 - 7). Any contract between the Member and the contractor will include scope of work, all specifications, drawings and other final documents. All applicable building codes around which the contract is made will be included, as will any technical specifications and general conditions.
 - 8). Upon completion of the work, the contractor will provide the Member with all of the necessary documents required to close out the project in a timely manner.
 - 9). Even if close out has been achieved and final payment has been made, if the Member discovers any unfinished work that should have been completed, the contractor will complete the work in a timely fashion at no additional cost.
- D. On all jobs, the contractor and the Member will agree to a scope of work, in writing and signed by both parties, which describes the work to be done, the specific responsibilities of each party for all work tasks, milestone with dates, and other information needed to complete the project. Upon request, the contractor will provide a copy of this signed agreement to CES. If any part of the signed agreement does not comply with the RFP terms or CES third party agreement, the terms of this RFP will prevail.
- E. The hours allowed to work on any project will be established by the Member, and the contractor will abide by this policy. Weekend work will be permitted as long as the contractor submits this request to the Member and the Member approves the request. At the end of the work day, the contractor will clean up the project and secure both the equipment and project site for the non-working hours.
- F. The contractor will observe all safety precautions as recommended or required by OSHA and the governing agency with which the project resides.
- G. Contractor will be responsible for all site clean-up. No debris or construction materials will remain on site. The work will not be considered complete until all site cleanups have been accomplished to the satisfaction of the Member.
- H. The contractor will not dump or put anything into dry wells, Member dumpsters or on landscape areas at any time. The contractor will properly dispose of all materials from the job site or leftover product in a proper and environmentally safe manner.
- I. The contractor will perform all work using experienced, competent personnel in accordance with the best standards of the trade. When completed, the work will represent a first-class work-man-like appearance.
12. Rental, Lease or Purchase

- A. The Offeror will provide pricing for the following tank sizes:
 - 1). 123
 - 2). 250
 - 3). 500
 - 4). 1,000
 - 5). 2,000
 - 6). 5,000
 - 7). 7,500
 - 8). 8,000
 - 9). 10,000
 - B. The Offeror will establish with CES a standard lease/rental agreement to be used by its Members. Place a sample agreement behind Tab 5.
13. The Offeror must be able to provide various services relating to liquid propane storage systems, distribution systems and appliances. These services may include, but are not limited to, the following:
- A. Provide certified/licensed inspectors with the equipment necessary to assess, evaluate and assist the CES Member in determining the current operational status of the various components of a liquid propane system.
 - B. The inspector shall perform a site visit to become familiar with the propane system and their locations at no charge to the CES Member. Prepare a written quote detailing the methods and procedures to be used to perform the assessment. Clearly identify and state all costs associated with the inspection/assessment process.
 - C. Once the CES Member has given their approval and CES has issued a purchase order for the work, the Offeror will conduct the assessment and provide the CES Member with a complete and detailed report of the status of each of the system's components.
 - 1). Inspect and pressure-test all storage tank fittings, gauges, vents, etc.
 - 2). Inspect and pressure-test all vaporizers and test fire units to ensure that they are operational and in good working order.
 - 3). Inspect and pressure-test all gas lines from storage tanks into buildings.
 - 4). Visually inspect all connections to and system components of HVAC units, hot water units, kitchen equipment, etc.
 - 5). The assessment report shall include any recommended maintenance and/or repairs to be completed to bring all system components into compliance and in good working condition. As part of this report, the Offeror will include a detailed cost estimate of the products and services necessary to achieve good system operating conditions. It should be noted that the CES Member may have the Offeror do the work or may choose to use another vendor.
 - D. Provide certified/licensed tradesmen with the knowledge, experience and equipment to install new liquid propane system components and provide maintenance and repair services when requested by the CES Member.
 - 1). The Offeror shall provide labor rates for all of the trades necessary to complete the work as described herein.
 - 2). The Offeror shall provide a complete list of the standard system components they intend to offer under this category. It is also understood that not all products and materials to be provided can be listed and these items will be priced using one of the alternative methods stated in this RFP.

- E. The Offeror will provide to the Member all Material Safety Data Sheets for all products brought on Member site.
- F. The Offeror will follow all Members safety rules and requirements when delivering propane and working on site.
- G. Submittals
 - 1). Product data for each gas piping specialty and special duty valves. Include rated capacities of selected models, furnished specialties and accessories, and installation instructions.
 - 2). Shop drawings detailing dimensions and required clearances for connections to regulator.
 - 3). Operating and maintenance manual, to include maintenance data for gas specialties and special duty valves.
 - 4). Test reports for tanks and propane distribution system.
 - 5). Specifications for tank pad construction to include size, thickness, material, weight-bearing requirement, underlayment.
 - 6). Description of service/maintenance agreement.
- H. Propane Storage Tank minimum requirements
 - 1). Aboveground tanks, manufactured to the latest edition and addenda of the ASME Code for Pressure Vessels, Section VIII Division I. Tank shall comply with NFPA 58 and shall be listed by Underwriters Laboratories, Inc.
 - 2). Tanks shall be pre-purged and ready to be filled.
 - 3). Tanks shall be rated for use at 250 psig from -20° F. to 125° F.
 - 4). Tanks shall be able to be evacuated to a full (14.7 psi) vacuum.
 - 5). Tank size and capacity: As shown on installation detail.
 - 6). Tank color must be white unless otherwise directed by the CES Member.
 - 7). Tanks and related equipment must be approved by the LP Bureau of the State of New Mexico, Construction Industries Division.

Required Categorical Response

- 1. Offeror must, through written narrative, clearly identify the type, kind and level of products and services it is proposing to provide CES Members under this category of the RFP and shall include:
 - A. The manufacturer’s name of the product lines to be offered.
 - B. The product lines to be offered from each.
 - C. Services to be offered.
 - D. The products and services to be provided by subcontractors on the Offeror’s behalf. Provide names, contact information, products/services to be offered, qualifications and license numbers.
- 2. The Offeror must, through written documentation, detail its ability to perform the services offered by providing prior experience with educational institutions. The documentation shall include:
 - A. Provide the general scope of work for each project.
 - B. Provide the total cost of each project.
 - C. Provide the institution’s name, address, phone number, and contact person’s name and title for each project.

- D. Provide the timeline for each project listed and provide a brief narrative of the pre-sale and follow-up consulting services offered to ensure institution's satisfaction.
- E. Type of project to provide references for:
 - 1. List five (5) educational institutions to which you have provided propane fuel.
 - 2. List five (5) educational institutions to which you have provided storage tanks.
 - 3. List five (5) educational institutions to which you have provided maintenance and repair services.
- 3. Provide a narrative of your company's policies, procedures and strategies to ensure quality control, and response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure Member satisfaction.
- 4. Offeror providing maintenance and repair services must clearly identify in its response the types and level of services available. Also, provide the estimated response time to a request for service and a list of locations from where services will be provided. Clearly identify all materials and labor costs. Labor costs must be listed per man-hour. Travel time, mileage and per diem policies and costs must also be provided.
- 5. Transportation or delivery charges are based on the location of the production or storage plant and their proximity to the CES Member's tank location. Describe how these charges are to be determined and calculated. Please provide a list of the storage facilities to be used with their locations (addresses).

Categorical Price and Cost Submittal

- 1. The Offeror must provide a complete list of all products and services that it is proposing to offer under this category. All prices submitted must comply with the format requested or divided into supplies, materials, reimbursable and labor as separate line items, unless the item(s)/service(s) being priced is a per unit cost which includes labor, equipment and materials. All prices submitted must comply with the format requested in CES Form D-1 Category 1 for Lot 2 (Microsoft Excel spread sheet). The Proposer will need to provide a separate cost for each region to consist of :
 - A. Offeror must base material and equipment prices on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, one of the established methods described herein for pricing such items must be used, that is, custom items or sole source.
 - B. Price sheets, catalogs and other pricing forms must clearly identify and describe the supplies or materials, the unit of measure offered and the stated price. Within the terms of this RFP, the documents must show the CES discount off the price sheet, catalog, etc.
 - C. When providing equipment costs, indicate an hourly, daily and weekly rate.
- 2. Propane Fuel
 - A. The Proposer will need to provide a separate cost for each region to consist of :
 - 1) Published refinery price or rack price per gallon for the storage or refinery location for the region(s) submitted.
 - 2) A firm fixed fee per gallon to include transportation, overhead, handling and profit for the region(s) submitted.
 - B. The Offeror, for evaluation purposes, is to submit a published refinery price or rack price and location based upon the price per gallon of propane as of September 5, 2008, and provide the documentation to validate the price.

- C. Evaluation of the Offeror proposal will include the price of propane submitted as of September 5, 2008, and the firm fixed fee and other criteria as outlined in Form D1 for Category 1, Lot 2.
3. All pricing information must be placed behind Tab 6 of the Offeror's response.

Evaluation Cost Items

1. Escalation and de-escalation of fuel prices – CES understands that propane fuel prices will fluctuate during the term of this contract, due to supply, demand and market pressures. For this reason, it is understood that the propane Offeror shall be allowed to raise and lower its price of fuel if the price of fuel it purchases from its supplier increases or decreases. For evaluation purposes and bid prices for the RFP, please provide the appropriate documentation as required in the Categorical Terms and Conditions, as if the purchase and delivery was made on September 5, 2008.
2. Price submission and evaluation – The cost submitted for this RFP for propane will be the published refinery price per gallon or rack price per gallon for the storage or refinery location for the region(s) submitted as of September 5, 2008, plus a firm fixed fee per gallon by region which includes all transportation/delivery costs plus handling, service, overhead and profit. All costs for the purchase and delivery of propane for each destination listed below must be included in one of the elements listed. Terms for determining the number of miles must be clearly noted, that is, miles are round trip miles from storage facility located at blank address. List all storage facilities to be used.
3. Performance and Payment Bond Costs – This represents the cost the Offeror incurs to provide a performance and payment bond to the Member for an individual project when it is required. The Offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate, that is, two percent (2%).
4. Bonding Capacity – This represents the Offeror's maximum level of bonds that it can obtain at any one time. Offeror is to indicate its bonding capacity and provide documentation from Security Company to substantiate the amount.
5. Alternative Methods of Costing – These methods include the custom manufactured items, items not covered by other methods and sole source. Offerors are to indicate the percent of overhead and/or mark-up to be added to these costs to obtain the retail cost on which the CES discount can be taken to achieve CES price. Please note that this does not include R. S. Means method.
6. CES Discount Off Alternative Method of Costing to Obtain CES Prices – This represents the percent of discount that is taken off the standard price (item cost plus percent of profit/overhead equals standard price) to obtain the CES price. Example: item cost \$1,000, percent of profit/overhead 20% equals standard price of \$1,200, less the CES discount of 10% (\$100) equals the CES price of \$1,100.
7. Discounts Provided on Price Lists and Catalogs – This represents the average discount provided by the Offeror on stated prices.
8. The Offeror may be hired on an as-needed basis to perform maintenance and repair work on propane gas lines and other related equipment. Please list your service charge rates below:
 - A. Inspect and pressure test 2,500 gallon storage tank, including vaporizer and all associated components. Cost per tank including labor, supplies and equipment. Does not include costs for any repairs and/or replacement parts.

- B. Inspect and pressure test main gas line from storage tank to the facility. Cost per foot including labor, supplies and equipment. Does not include costs for any repairs and/or replacement parts.
 - C. Pressure test gas lines at facility. Cost per hour including labor, supplies and materials. Does not include costs for any repairs and/or replace parts.
 - D. Costs for such tasks as gas line modifications, new line installation, replacement of damaged pipe, etc. Bid per hour, parts and materials retail cost, less percentage of discount.
9. Trouble-shoot and/or repair commercial rated heaters and stoves. Bid per hour, parts and materials retail cost, less percentage of discount.
10. Travel Time – This represents any costs associated with employees and/or subcontractors traveling to and from the project site from their home location. Offerors are to indicate the percentage of the individual’s regular hourly rate that is to be charged for travel time. Example: If an individual is paid One Hundred Dollars (\$100) per hour and you charge the customer Fifty Dollars (\$50) per hour, the percentage of regular time would be fifty percent (50%).
11. Per Diem – This represents the costs associated with housing and meals for individuals who stay overnight while working on a project. Offerors are to indicate the daily rate to be charged per man. Please note that this does not cover transportation costs.
12. Mileage Rate – This represents the per mile cost to the Member when a company-owned vehicle is used for transportation. Offerors are to indicate per mile charge, that is Forty-Five Cents (\$.45) per mile.
13. Cost for Leasing/Renting Propane Tanks – Provide the following information for each size and kind of propane tank to be made available. Provide a sample lease/rental contract. Include size/capacity of tank, delivery, installation, setup price, lease/rental price for 12 months, 24 months and 36 months.
- A. 1,000 gallon tank, installed, setup and 12-month lease, including labor, materials and equipment. Setup location is 200 mile round trip. Total amount of lease and other associated costs.
 - B. 2,500 gallon tank, installed, setup and 12-month lease, including labor, materials and equipment. Setup location is 200 mile round trip. Total amount of lease and other associated costs.
 - C. 5,000 gallon tank, installed, setup and 12-month lease, including labor, materials and equipment. Setup location is 200 mile round trip. Total amount of lease and other associated costs.

Category 2 **Floor Coverings, Installation and Related Services – Ceramic Tile, Rolled Carpet Products, Resilient Floor Covering, Plastic Laminate Flooring, Resilient Sheet Flooring, Resilient Tile Flooring, Resilient Carpet Tile, etc.**

Categorical Scope of Work

CES believes that the Members are best served when procurement of floor coverings is based on quality and a long life cycle rather than just a low price. CES also believes that the best floor coverings are not always the most expensive products. Therefore, CES is seeking a complete line of high quality, durable commercial floor coverings with a long life cycle at an economical price.

CES Members have a variety of applications and uses for high-quality, cost effective, rolled, sheet, tile and other related floor covering products. The Offeror will be responsible for obtaining, delivering and installing the proposed products. In addition, the Offeror must be able to demonstrate its experience and ability to assess the CES Member's needs and propose product(s) that meet or exceed their requirements. The Offeror must have a licensed team of installers who can provide the highest quality of service to the CES Members.

Categorical Definitions

AATCC – American Association of Textile Chemists and Colorists

ADA – Americans with Disabilities Act

ANSI – American National Standards Institute

ASTM – American Society for Testing and Materials

CRI – Color Rendering Index – A scale of the effect of a light source on the color appearance of an object compared to its color appearance under a reference light source, and expressed on a scale of one to 100, where 100 indicates no color shift. A low CRI rating suggests that the colors of objects will appear unnatural under that particular light source.

CPSC – Consumer Product Safety Commission

CRI – Carpet and Rug Institute

EPA – Environmental Protection Agency

FCIB – Flooring Covering Installation Board

International Conference of Building Officials Uniform Building Code – A set of guidelines, standards and best practices relating to the various trades involved in building construction.

ISO – International Standards Organization

MSDS – Material Safety Data Sheet

NFPA – National Fire Protection Association

NMCID – New Mexico Construction Industries Division

PLFS – Plastic Laminate Flooring System

RSFS – Resilient Sheet Flooring System

RTFS – Resilient Tile Flooring System

TVOC – Total Volatile Organic Compounds

UBC – Uniform Building Codes

USPHS – United States Public Health Service

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

Categorical Terms and Conditions

The following terms and conditions are in addition to the applicable standard terms and conditions listed previously. Please review each and then sign the signature line on Form E. Put a copy of the signed page after Tab 5.

1. The Offeror must, at no charge to the CES Member, be able to perform an onsite visit to evaluate existing conditions, consult with the Member to determine the product(s) best suited for the application, and prepare an itemized price quote using the products and services offered under this category.
2. Although Offeror may have more than one representative/installer to market and provide the products and/or services to CES Members, a single contact person must be assigned the account to manage, coordinate, communicate and work with the CES Member Service Representative (MSR) assigned to the CES Member. A single contact person will also be assigned by the Offeror to handle order processing, invoicing, accounting and payment issues.
3. Offeror must have bonding capacity of \$300,000 or higher for performance and payment bonds. A bid bond in the amount of One Thousand Dollars (\$1,000) is required instead of the amount specified previously. A bonding rate of three percent (3%) or less is preferred. Place written evidence of this information after Tab 6.

4. Upon approval of this contract, the Offeror's financial department shall not request credit or other financial information prior to acceptance of a purchase order from CES. Credit approval to CES is granted upon submission of a bid.
5. Offeror will be allowed to have a CES Member sign a standard customer agreement form that contains terms and conditions different than in this RFP. However, the terms, conditions, prices and any mutually agreed upon modifications of this RFP will prevail. Please include a copy of this agreement after Tab 8.
6. All products must comply with the current applicable commercial and industrial provisions and standards of the following: American National Standards Institute (ANSI); International Standards Organization (ISO) and American Society for Testing and Materials (ASTM).
7. For all products offered in this category, descriptive literature must be provided in the response to CES (place after Tab 10). Any Member making a purchase through this RFP must also receive descriptive literature. It will not be CES' function to photocopy product literature for sales; rather, the Offeror will provide literature with every sale.
8. The offeror will cooperate with CES to link CES' website with its own website, when and if available. All linking must be approved by CES.
9. All warranties will begin on the date of final acceptance by the Member. For all floor-covering systems offered, the manufacturer must provide a ten (10) year (or more) non-prorated warranty. This will allow Members to purchase products with a 15 to 20 year life cycle for their facilities. All manufacturers' warranties for products offered herein must be clearly identified and stated within this response. Any additional costs associated to warranties must be stated. (Place behind Tab 6.)
10. All products and services offered by the Offeror must be guaranteed free from defects and any faulty workmanship for a minimum period of at least one (1) year after final acceptance. Offeror agrees to fix, resolve and make right any claims at no additional cost to the CES Member during this period.
11. All installation or services provided must be by New Mexico licensed, factory/manufacturer certified individuals. The minimum license requirements for ceramic tile is GS-3 and for carpet, resilient flooring, wood and laminated flooring GS-12. If outside subcontractors are used to perform these and other related services, they must possess the same license as the Offeror. (Place behind Tab 4.)
12. A serious issue for Members is the static propensity of some floor coverings. In a computer lab, even a small static discharge from a student wearing a leather-soled shoe can erase a storage disk or damage a computer's electronics. Therefore, all carpeting offered on this contract for this type of application must have been tested for static using the American Association of Textile Chemists and Colorists (AATCC) testing method. This knowledge will assist in making wise selections for rooms where static electricity would be harmful to sensitive equipment.
13. Floor covering installers must be qualified to inspect subfloor for cracks, holes, abrasions, rough spots, ridges, and other conditions that may adversely effect a quality installation and agree to notify the CES Member in writing of any necessary steps that need to be taken before the flooring can be installed. In addition, subfloor should be clean and free from moisture, grease, wax, paint or other foreign substances.
14. The carpet installer must work with the CES Member to allow the installer to unroll carpet 24 hours prior to installation to permit it to be conditioned to the surrounding environment and 65°F or higher temperature. It is the responsibility of the installer to inform the Member of site preparation requirements.

15. It is preferred that installation adhesives neither add to nor contribute to air quality problems. Installation with adhesives will allow for immediate occupancy and require no airing-out, curing or "off gassing." All adhesives must be supplied by the flooring Offeror and meet ADA requirements. All products offered must have MSDS sheets included with the proposal; all CES Members must be given MSDS sheets for their records, that is, products such as solvents, adhesives and flooring components such as pre-backing, backing, stabilizers, preservatives, fungicides, bactericides, anti-static, anti-stain and anti-soil additives.
16. Installation of all carpet shall be in accordance with FCIB standards, CRI-104 or manufacturer installation instructions, whichever is more stringent.
17. The Offeror must clearly identify the process to be used when measuring a site for floor covering. This is to ensure accurate estimates of floor cover yardage needed to complete a project when a proposal is provided to the CES Member. Final invoice will be for actual flooring installed and the normal waste and overage. The Member will pay for no excess yardage ordered or shipped, unless the member has requested it for later use. No more than 3% waste will be permitted; a waste factor of 2.0 will be standard allowance under this contract. If any extra flooring is ordered, it must be sold at a non-installed price.
18. The Offeror will provide on-site management and operation of all personnel used in the services offered herein. The Offeror's on-site supervisor/foreman will have a minimum of five (5) years experience with the type of flooring being installed and in the supervision of floor covering installation.
19. The Offeror's on-site supervisor/foreman will coordinate all site activities with the Member's designated representative, whether it is a prime contractor, architect, school supervisor or person appointed by the Member.
20. The Offeror agrees to ensure and certify that each installer identified in this response (or any future installer that may perform under this RFP) has or will have any necessary OSHA Health and Safety and/or Hazard Communication Plan in place. The Offeror will obtain a copy of any written safety plan or hazard communication plan prepared by the installer. This plan must be available and provided to the CES Member, if requested.
21. The Offeror will insure that the installer certification/license is kept up-to-date.
22. Upon completion of any project under this category, the Offeror will have the Member's designated agent/representative sign an industry-standard final inspection sheet for the project. A copy of this inspection sign-off shall be included with the final invoicing to CES.
23. The Offeror must include in its response a copy of the standard official ten (10) or more years non-prorated warranty for each of floor covering products offered. They must be signed by a company officer (an officer of the manufacturing mill) and notarized. No product normally warranted for a shorter period will be increased in price to make a 10-year warranty. A "lifetime" warranty will not substitute for a 10-year non-prorated warranty; any warranty must be stated in years of 365/6 days warranty.
24. As one of CES' evaluation factors for determining an Offeror's qualifications and determining if an Offeror's response is responsive or non-responsive, CES will use the Offeror's information provided in its response to determine if it has demonstrated the following:
 - A. The floor coverings and related items offered meet or exceed the quality of products requested and will be cost effective in meeting the CES Member's needs.
 - B. The Offeror has demonstrated its ability to assess the Member's floor covering needs: offers high-quality/cost efficient solutions, possesses a well-experienced work force and can provide timely response and service to the Member's request.

- C. The Offeror has demonstrated to the evaluation committee's satisfaction that the Offeror's past performance in responding to and providing solutions and meeting educational customer's needs exceeds CES and its Members' expectations.

Categorical Specifications

As noted above, the needs of CES' Members will vary greatly and, therefore, the following information is provided to Offerors as a guideline of the types of products and services being requested in this category. Please note that the following item descriptions are not a complete list of product specifications, but a sample of those items that CES Members have expressed an interest in procuring. These items are used to provide a baseline for Offerors to propose their products that meet or exceed CES Members' needs. In its' response, Offeror must provide written evidence that demonstrates its firm's products/services and abilities to meet or exceed those specifications listed below. Place the information behind Tab 5. Failure to comply with this item will render Offeror's bid non-responsive. If Offeror does not provide a particular product or service, please so note. If an alternative product is being proposed in place of one of the items listed below, indicate that also.

1. Plastic Laminate Flooring System (PLFS)
 - A. Acceptable manufacturers whose products are certified in compliance with the North American Laminate Flooring Association ("NALFA") specification.
 - 1) Faus Group, Inc. (888) 231-3287 www.fausinc.com
 - 2) Kaindl USA (908) 709-4310 www.kaindl.com
 - 3) Kronotex USA, Inc. (866) 892-4633 www.kronotexusa.com
 - 4) Mannington Mills (856) 339-6084 www.mannington.com
 - 5) Pergo, Inc. (800) 337-3746 www.pergo.com
 - 6) Shaw Industries, Inc. (800) 441-7429 www.shawfloors.com
 - 7) Tarkett (800) 367-8274 www.tarkett.com
 - 8) The Mohawk Group (214) 309-3323 www.mohawkind.com
 - 9) Torlys, Inc. (800) 461-2573 www.torlys.com
 - 10) Uniboard Surfaces (800) 361-7502 www.uniboard.com
 - 11) Quick-Step USA, Inc. (214) 309-3323 www.quick-step.com
 - 12) Wilsonart International (800) 433-3222 www.wilsonart.com
 - 13) Witex, USA, Inc. (800) 948-3987 www.witex.com
 - B. To be installed and manufactured to ANSI-LF-01-2003. This document covers the basic performance requirements that can be expected for laminate flooring. These properties include basic size or dimensional tolerance; durability, i.e. resistance to impact, indentation, wear or abrasion; and longer term performance, i.e. resistance to moisture, stains and exposure to heat and light.
 - C. Must be highly durable and aesthetically pleasing; allowing for usage in high traffic areas; be available in various finishes, styles, patterns, colors and surfaces; must provide a safe, slip-resistant surface; and be a low maintenance solution, allowing for long life with minimal upkeep.
 - D. Backing layer—to be plastic laminate or melamine.
 - E. *Substrate*—to be made of high-density fiberboard (HDF).

- F. *Decorative layer*—to consist of one or more sheets of paper impregnated with melamine resin.
 - G. Wear layer - This is a clear aluminum oxide finish that protects the decorative layer and have a wear rating of AC4 or AC5 as specified by European Producers of Laminate Flooring.
 - H. Installed as a floating floor system using all necessary moisture barriers, underlayment, sound barrier, adhesives, wall base, trim and transitions.
 - I. Must meet applicable ASTM fire retardant tests and standards.
 - 1) ASTM E-648 – Test method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source. Greater than 0.45 watts per Sq-Cm required.
 - 2) ASTM E-662 – Test Method for Specific Optical Density of Smoke Generated by Solid Materials. Average Corrected Smoke Density value of less than 450 required.
2. Resilient Sheet Flooring System (RSFS)
- A. Specifications to meet or exceed:
 - 1) ASTM F 1303. *Standard Specification for Sheet Vinyl Floor Covering with Backing*
 - 2) ASTM F 1859. *Standard Specification for Rubber Sheet Floor Covering Without Backing*
 - 3) ASTM F 1860. *Standard Specification for Rubber Sheet Floor Covering With Backing*
 - 4) ASTM F 1913. *Standard Specification for Vinyl Sheet Floor Covering Without Backing*
 - 5) ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
 - 6) ASTM D 4258 Practice for Surface Cleaning Concrete for Coating
 - 7) CRI 104 Carpet and Rug Institute’s “Standard for Installation of Commercial Textile Floor Covering Materials”
 - 8) ASTM F 511 Quality of Cut (Joint Tightness) of Resilient Floor Tile
 - 9) F 510 Resistance to Abrasion of Resilient Floor Coverings Using an Abrader with a Grit Feed Method
 - 10) F 924 Resistance to Puncture of Cushioned Resilient Floor Coverings
 - 11) F 925 Resistance of Chemicals of Resilient Flooring
 - 12) F 1037 Visual Rating of Appearance of Resilient Floors After In-Service Exposure to Foot Traffic
 - B. Must provide a safe, slip-resistant surface.
 - C. Will consist primarily of a high quality vinyl, with various types of material interwoven throughout, depending on the application. This material may contain, but not be limited to, the following: aluminum oxide, quartz grains, silicon carbide, fiberglass reinforcement and natural materials (that is, linseed oil, rosin, wood or cork floor).
 - D. Shall have various backing types, including, but not limited to, the following: polyester, cellulose, jute and felt.
 - E. May allow an antibacterial barrier to be incorporated into its design, if requested.
 - F. Will be installed using all necessary moisture barriers, underlayment, adhesives, wall base, trim and transitions.
 - G. Shall be available in various finishes, styles, patterns, colors and surfaces.
 - H. Must be a low maintenance solution, allowing for long life with minimal upkeep.
3. Resilient Tile Flooring System (RTFS)
- A. Specifications to meet or exceed:
 - 1) ASTM F 1066. *Standard Specification for Vinyl Composition Floor Tile*
 - 2) ASTM F 1344. *Standard Specification for Rubber Floor Tile*
 - 3) ASTM F 1700. *Standard Specification for Solid Vinyl Floor Tile*

- 4) ASTM F 1913. *Standard Specification for Vinyl Sheet Floor Covering Without Backing*
 - 5) ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
 - 6) ASTM D 4258 Practice for Surface Cleaning Concrete for Coating
 - 7) CRI 104 Carpet and Rug Institute's "Standard for Installation of Commercial Textile Floor Covering Materials"
 - 8) ASTM F 511 Quality of Cut (Joint Tightness) of Resilient Floor Tile
 - 9) ASTM F 1304 Deflection of Resilient Floor Tile
 - 10) F 142 Indentation of Resilient Floor Tiles
 - 11) F 510 Resistance to Abrasion of Resilient Floor Coverings Using an Abrader with a Grit Feed Method
 - 12) F 924 Resistance to Puncture of Cushioned Resilient Floor Coverings
 - 13) F 925 Resistance of Chemicals of Resilient Flooring
 - 14) F 1037 Visual Rating of Appearance of Resilient Floors After In-Service Exposure to Foot Traffic
- B. Must provide a safe, slip-resistant surface.
 - C. Will consist primarily of a high quality vinyl, with various types of material interwoven throughout, depending on the application. This material may contain, but not be limited to, the following: aluminum oxide, quartz grains, silicon carbide, fiberglass reinforcement and natural materials (that is, linseed oil, rosin, wood or cork floor).
 - D. Shall have various backing types, including, but not limited to, the following: polyester, cellulose, jute and felt.
 - E. May allow an antibacterial barrier to be incorporated into its design, if requested.
 - F. Will be installed using all necessary moisture barriers, underlayment, adhesives, wall base, trim and transitions.
 - G. Shall be available in various finishes, styles, patterns, colors and surfaces.
 - H. Shall be available in various thicknesses, shapes and sizes, including, but not limited to, planking, squares or tiles.
 - I. Must be a low maintenance solution, allowing for long life with minimal upkeep.
4. Resilient Carpet Tile System (RCTS)
 - A. RCTS must be a modular carpet tile recommended for heavy commercial traffic found in public facilities.
 - B. RCTS shall be heat set, tufted, textured cut pile, with nylon face fiber.
 - C. RCTS finished face weight shall be not less than 28 ounces per square yard, with at least 9.4 rows per inch and 90 tufts per square inch.
 - D. The finished pile height shall be at least .27 inches, and have a nominal total thickness of .33 inches.
 - E. RCTS flammability shall be or exceed Class 1 (radiant panel ASTM-E-648), smoke density shall be equal to or less than 450 (NFPA-258-T or ASTM-E-662).
 - F. RCTS static electricity shall be equal to or less than 3.5 KV (AATCC-134), and shall have dimensional stability of equal to or less than 0.2% (Aachener test – DIN standard 54318).
 - G. RCTS manufacturers' warranties shall include 100% pattern match, 15-year wear warranty and lifetime anti-static warranty.
 5. Rolled Carpet Products

- A. The manufacturer of carpeting will provide a 15-year non-prorated warranty against delamination of the secondary backing from the primary backing, edge ravel, excessive wear, zippering, resiliency loss, and excessive static.
- B. When the carpet is installed, the use of chair pads will not be required for the warranty.
- C. Installed carpet will give protection from static discharges. When tested under the AATCC Test Method #134-1979, the carpet will not give static discharges in excess of 3.5 KV during the warranty period.
- D. Carpet fiber offered shall meet or exceed those manufactured by DuPont and shall meet the 6.6 spec. Antron® Legacy®, Antron Lumena®, Dynex SDTM, and DSDN® are the preferred fibers. Others offered must meet or exceed the quality and features of these fibers.
- E. Customized computer generated designs for a minimum of 100 square yards may be offered for selected products.
- F. The Offeror must provide written evidence that it has initiated or participates in a plan to recycle used carpet. A plan to dispose of used carpeting in a landfill or convert to energy through incineration is unacceptable.
- G. Products that cover flooring or subflooring that contains asbestos may be provided. If your product meets the EPA definition as an enclosure for asbestos, provide a description of the circumstances that are necessary for your carpeting to eliminate the need for asbestos abatement.
- H. Carpets, adhesives and padding for this contract must have a very low negative impact on the quality of air in an enclosed building such as a classroom or office compound. Emission rates of total volatile organic compounds (TVOC) must be indicated, inclusive of adhesives and padding. The air concentrations over time of individual organic compounds must be identified. Results of air quality studies/tests performed on the carpet offered must be available upon request of the CES Member.
- I. Products offered must have no detectable levels of formaldehyde.
- J. Products offered must not emit 4-phenylcyclohexene vapors (or similar solvent odors).
- K. Particle emissions over time must be lower than any maximum level of standards established by applicable local, state or federal law. If products are green labeled by the Carpet and Rug Institute (CRI), this condition will be met.
- L. Tests that measure the carpet's ability to resist radon from passing through the carpet may be included for informational purposes. This information will be important for schools in areas with high radon emissions. However, because radon gases can emit through walls, electric sockets and vents, the carpet may limit exposure only under selected conditions.
- M. When installed, the carpet must be securely attached to the floor and be in full compliance with the Americans with Disabilities Act, Section 4.5.3.
- N. Solution dyed fibers or equal with inherent antimicrobial properties is requested. Results of carpet tested according to the procedures outlined in AATCC 174 and AATCC 130 are to be included. Only carpet that shows a 90% reduction in bacterial growth after 24 hours and no visible fungal activity after three days will be offered to schools and health-related agencies.
- O. Nylon fibers are to be treated with Duratech®, a patented fluorochemical treatment applied during the final manufacturing process. Duratech®, according to DuPont, has been proven twice as effective in soil resistance as has competitive nylon with a similar treatment. Independent documentation must be provided for any alternative treatment offered.

- P. The carpet, including its backing, must pass the University of Pittsburgh's test for toxicity being "no more toxic than wood" when burned under the same conditions (excludes oleanders).
- Q. Backing with polyurethane or other proven systems may be offered. Vinyl systems may be offered.
- R. Backing must be used in any high traffic area.
- S. All backing must be described in full detail. Backing must be priced according to kind, thickness and other factors.
- T. Backing for all goods offered must be non-prorated warranted for ten (10) or more years. Warranty must include zippering, delamination, edge ravel, excessive wear and loss of resiliency.
- U. No carpeting will be attached to the floor with a hook tape system or Elmer's glue.
- V. All roll good cushion backed floor covering must be able to meet the EPA definition of an asbestos enclosure to be installed over asbestos floor tile. All roll good cushion backed floor covering must be impermeable at the seams. The manufacturer will provide independent documentation showing air impermeable at the seams with a minimum airflow test rate of 550 cubic feet per minute. The test must indicate "0 cubic feet per minute" of airflow at the seams. When installed, the carpet will provide an airtight, impermeable, permanent barrier to asbestos containing building material to prevent the release of asbestos fibers into the air.
- W. If it is necessary for floor covering products to be installed over existing carpet, it must be covered with a glue-down product. This would be done because removal of the existing carpet might cause health or safety problems.
- X. Floor covering must provide a 100 percent moisture barrier. Independent test results must be provided that show "no moisture penetration" after 10,000 impacts when calibrated at a minimum of 10 pounds per square inch. Test results showing moisture penetration after 10,000 impacts are not acceptable.
- Y. The cushion backing system must be a fully heated and pressure fused (not glued) construction to permit no delineation from the primary and secondary backing. The cushion backing system must be a closed cell molecular structure that can be verified by microscopic examination. Independent test results must be submitted at time of bid that document no degradation of backing and that the backing remained closed after 50,000 cycles of the Phillips roll chair test. The same test must show no seam degradation after 50,000 cycles.
- Z. On average, the backing weight should be about 2.2 lbs. per square yard and be about 3/16th of an inch thick.
- AA. When the seams are properly finished, chemically sound and permanently welded, the entire system will be a monolithic barrier covering the subfloor.
- BB. The face fiber shall be a continuous filament type 6.6 nylon. Anti-microbial/anti-fungal treatment will be bonded into the fiber during the manufacturing process. Acceptable face construction will include textured loop, level loop, accuweave, textured loop and textured patterned loop.
- CC. Carpet construction: The total weight of cushion backed floor covering must be no more than 87 total ounces per square yard, inclusive of a maximum 22 ounce face weight. Yarn construction must be Type 6,6 nylon. Nylon construction must be tufted loop only. Gauge of tufting construction must be not less than 12th gauge for medium and low traffic areas. Face weights over 22 ounces are not acceptable for 12th gauge carpeting. Gauge of construction for high traffic areas must be 13th or 15th to reduce wear and crushing. Face

weights over 20 ounces are not acceptable for 13th and 15th gauge carpeting. The pile direction markers will cover the entire length of the roll and be no more than 10 feet (10') apart in any direction. Stain inhibitor and soil resistance properties will be applied to the product during manufacturing by heat and force activated cohesion that creates mechanical polymeric entrapment.

- DD. Product will be supplied with a cured tackifier applied to the back of the system at the time it is manufactured. The product must be applied without the use of wet adhesives.
- EE. Carpet is to be constructed with the backing and surface yarns combined and interlocked in one manufacturing process to give strength and to prevent delineation, snags, runs and edge ravel. The tufts will be staggered and counter-coiled in an independent loop construction.
- FF. Carpet is to be supplied in 6', 12' or 15' rolls.
- GG. Acceptable yarn weight will be a minimum of 30 ounces per square yard.
- HH. Pile height may vary as woven from .167 inches to .290 inches.
- II. Minimum rows per inch will be 7.5.
- JJ. Minimum density of pile will be 5400.
- KK. Cushion backing will be 100% polyurethane composition with a density of 25 lbs. minimum. No backing of polyvinyl chloride (PVC) will be acceptable.
- LL. Custom color must be available for orders over 1,000 square yards.
- MM. All carpets must meet or exceed ASTM E 662-79 test for smoke density.

6. Ceramic Tile

A. Specifications to meet or exceed:

- 1) Tile Manufacturing Standard: Comply with the requirements of ANSI "American National Standard Specifications for Ceramic Tile" (ANSI A137.1).
- 2) Installation Standards: Comply with the requirements of ANSI "American Standard Specifications for the Installation of Ceramic Tile" (ANSI A108, A118 and A136), and correlating Tile Council of America (TCA) details, except as shown or specified otherwise.
- 3) All tiles shall be of the best commercial quality (first quality), unless otherwise indicated.
- 4) Minimum of 98% of the tiles shall be free from visible defects that impair the appearance of a major area of tiles.
- 5) All trim units (fittings) and accessories including, but not limited to, base cove, interior and exterior angles, step treads, sills, channels, etc., shall be from the same source and shall match the ceramic tiles.

B. Certifications:

- 1) Tile manufacturer's Master Grade Certification for each shipment of tile.
- 2) Contractor's certification that installed conductive tile areas have been tested and comply with ANSI A108.7 and NFPA Standard 99.
- 3) Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirement of ANSI A137.1 for labeling sealed tile packages.

C. Environmental Requirements: Do not install tile until construction in spaces is completed. Set and grout tile when ambient temperature is 50 degrees F (10 degrees C) or higher and humidity conditions are being maintained. Substrate must be free of ice. All work to meet material manufacturer's recommendations.

D. Extra Materials: Furnish extra tile, equal to 3 percent of the tile installed, of each type, composition, pattern, size and color of tile required. Also furnish a proportionate number of

trim units. Place extra materials packaged with protective covering in storage at the site where directed.

E. Trim Units: Furnish necessary trim shapes of same material, grade, type, and finish as flat tile unless otherwise indicated. Furnish trim for head, jambs and sills of openings, external corners, and the following:

- 1) Base for Portland Cement Mortar Installations: Coved.
- 2) Base for Thin-Set Mortar Installations: Straight.
- 3) External Corners for Portland Cement Mortar Installations: Bullnose shape with a radius of at least 3/4 inch, unless otherwise indicated.
- 4) External Corners for Thin-Set Mortar Installations: Surface bullnose.
- 5) Internal Corners: Field-buttet square corners, except with coved base and cap angle pieces designed to fit with stretcher shapes.
- 6) Tapered Transition Tile: Shape designed to effect transition between thickness of tile floor and adjoining floor finishes of different thickness, tapered to provide a reduction in thickness from 1/2 to 1/4 inch across nominal 4-inch dimension.

F. Waterproofing for Thin Set Tile: Comply with ANSI A118.10 and manufacturer's recommendations.

G. SETTING MATERIALS

- 1) Portland Cement Mortar: Complying with ANSI A 108.1, or ANSI A 108.5 in combination with ANSI A 108.1.
 - a). Portland Cement: ASTM C 150, Type 1.
 - b). Sand: ASTM C 144.
 - c). Hydrated Lime: ASTM C 206 or ASTM C 207, Type S.
 - d). Water: Clean and potable. Reinforcement
- 2) Floors: Wire fabric; 2 by 2 inch, 16/16 gage, galvanized welded steel wire mesh unless otherwise shown.
- 3) Cleavage Membrane: Asphalt felt, ASTM D 226, Type I (No. 15), or polyethylene sheeting ASTM D 4397, 4.0 mils thick.
- 4) Latex additive (water emulsion) described below, serving as replacement for part or all of gaging water, of type specifically recommended by latex additive manufacturer for use with job-mixed portland cement and aggregate mortar bed.
 - a). Latex Additive: Manufacturer's standard.
 - b). Latex Additive: Styrene butadiene rubber.
 - c). Latex Additive: Acrylic resin.
- 5) Dry-Set Mortar: Complying with ANSI A 118.1, and meeting the requirements for setting the particular type of tile to be set with the mortar.
- 6) Latex-Portland Cement Mortar: Complying with ANSI A 118.4.
- 7) Conductive Dry-Set Mortar: Complying with ANSI A 118.2.
- 8) Epoxy Mortar: Complying with ANSI A 118.3, chemical resistant, and water cleanable before setting.
- 9) Epoxy Adhesive: Complying with ANSI A 118.3, and water cleanable before setting.
- 10) Primer: As recommended by the mortar/adhesive manufacturer.

H. GROUTING MATERIALS

- 1) Commercial Portland Cement Grout: Compound of Portland cement and additives, factory blended to decrease shrinkage and increase moisture resistance, and complying with ANSI A 118.6.

- 2) Dry-Set Grout: Compound of Portland cement and additives, factory blended for the type of tile to be grouted, and complying with ANSI A 118.6.
- 3) Latex-Portland Cement Grout: Compound of Portland cement grout with latex additive, complying with ANSI A 118.6.
- 4) Factory-Prepared, Dry-Grout Mixture: Factory-prepared mixture of portland cement; dry, redispersible, ethylene vinyl acetate additive; and other ingredients to produce the following:
 - a). Unsanded grout mixture for joints 1/8 inch and narrower.
 - b). Sanded grout mixture for joints 1/8 inch and wider.
- 5) Conductive Tile Floor Grout: Commercial Portland cement grout. Color: Gray.
- 6) Epoxy Grout: Two or three component epoxy resin and hardener, filler, formulated for chemical resistance, factory blended for the type of tile to be grouted, and complying with ANSI A 118.3.
- 7) Colors: Member will be able to choose from color supplied from grout manufacturer.

I. WATERPROOFING

- 1) Waterproofing: One of the following, in compliance with the flooring manufacturer's printed recommendations:
 - a). Electrometric rubber membrane, neoprene or urethane, one or 2 component liquid formulation.

J. MISCELLANEOUS MATERIALS

- 1) Metal Edge Strips: White zinc-alloy terrazzo strips, 1/8 inch wide at top edge with integral provision for anchorage to mortar bed or substrate, unless otherwise indicated.
- 2) Expansion Joint Materials:
 - a). Sealants:
 - i. Traffic Areas: Polyurethane sealant with a Shore A hardness greater than 35; Federal Specification TT-S-00227 or TT-S- 00230, Type I.
 - ii. Interior Wet Surfaces and Exterior Vertical Surfaces: Silicone sealant; Federal Specification TT-S-001543, Class A or TT-S-00230, Type I or Type II (Class A) as applicable.
 - iii. Other Surfaces: Polysulfide or polyurethane sealant; Federal Specification TT-S-00227 or TT-S-00230, Type I or Type II (Class A) as applicable.
- 3) Back-up Strip: Non-staining, flexible and compressible type of closed cell foam polyethylene or butyl rubber compatible with sealants used.
- 4) Trowelable Underlayments and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.

K. PREPARATION

- 1) Provide concrete substrates for tile floors installed with dry-set or latex-portland cement mortars that comply with flatness tolerances specified in referenced ANSI A 108 series of tile installation standards for installations indicated.
 - a). Use trowelable leveling and patching compounds per tile-setting material manufacturer's written instructions to fill cracks, holes, and depressions.
 - b). Remove protrusions, bumps, and ridges by sanding or grinding.
- 2) Protection: Protect adjacent surfaces before tile work begins.
- 3) Cleaning: Clean substrate surfaces in accordance with applicable reference standards and manufacturer's installation instructions.

L. INSTALLATION

- 1) Install ceramic tile in accordance with ANSI A 108.1 thru ANSI A 108.7, as applicable for type of tile and method of installation, and in accordance with the printed installation instructions of the tile and setting material manufacturers.
 - a). Neutralize and seal substrate as required by the mortar/adhesive manufacturer's instructions.
 - b). Mix and apply proprietary setting and grouting materials in compliance with the manufacturer's instructions.
- 2) Setting Beds:
 - a). Floors: Portland cement mortar.
 - b). Floors: Dry-set mortar.
 - c). Floors: Latex-Portland cement mortar.
 - d). Floors: Epoxy mortar.
 - e). Reinforcement: Install reinforcement for Portland cement mortar setting beds on floors and walls.
- 3) Joint Pattern: Install tile in grid pattern with 1/16 inch joint width, unless otherwise indicated.
- 4) Layout tile work on floors, field centered in both directions on the floor and lengthwise on walls in each space, so that no tile less than one-half full size will occur, unless otherwise approved to suit the features of the space. Align joints when adjoining tiles are the same size. Maintain uniform joint width.
- 5) Extend tile work into recesses and under equipment and fixtures, to form a complete covering without interruptions, except as otherwise shown. Terminate tile work neatly at obstructions, edges, and corners without disruption of pattern or joint alignments.
- 6) Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- 7) Expansion and Control Joints: Comply with preparation, joint depths and widths, and installation requirements in the ANSI installation specifications. Keep expansion and control joints free of setting and grouting materials. Do not saw-cut joints after installing tiles.
 - a). Install continuous expansion joint at perimeter of floor/wall juncture, as required.
 - b). Install sealants in accordance with manufacturer's printed instructions.
- 8) Edge Strips: Install metal edge strips at edge of tile meeting other types of flooring, unless otherwise indicated.
- 9) Grouting: Comply with ANSI A 108.10 or 108.6, as applicable for type of grout, and manufacturer's installation instructions. Make joints watertight, and without voids, cracks and excess grout. Damp cure in accordance with reference standards and manufacturer's instructions when applicable.
- 10) If required, install waterproofing to comply with waterproofing manufacturer's written instructions to produce a waterproof membrane of uniform thickness bonded securely to substrate.
 - a). Do not install tile over waterproofing until waterproofing has cured and been tested to determine that it is watertight.

M. FIELD QUALITY CONTROL

- 1) Tests: Perform electrical performance testing of the conductive tile floors after installation in accordance with ANSI A 108.7 and NFPA Standard 99.

N. ADJUSTING

- 1) Check the tile work installation.
- 2) Remove defective tile and retile.
- 3) Leave finished installation free of cracked, chipped, broken, unbonded, and otherwise defective tile work.

O. CLEANING

- 1) On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter. Comply with grouting specifications and with grout manufacturer's printed instructions for materials and method.
 - a). Remove latex-portland cement grout residue from tile as soon as possible.
 - b). Unglazed tile may be cleaned with acid solutions only when permitted by tile and grout manufacturer's written instructions, but no sooner than ten (10) days after installation. Protect metal surfaces, cast iron, and vitreous plumbing fixtures from effects of acid cleaning. Flush surface with clean water before and after cleaning.

P. PROTECTION

- 1) Apply heavy kraft paper, or other approved heavy protective covering, masked in place over tile work to prevent staining, damage, and wear.
- 2) Prohibit foot and wheel traffic on newly tiled areas for seven (7) days after completion of installation unless otherwise approved by the Director's Representative.
- 3) Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces.

7. Finishing Work

- A. Floor underlayment necessary to prepare the subfloor for all flooring types may be required. All underlayment materials and work must be placed after Tab 6.
- B. Any finishing accessories may be provided, including, but not limited to, the following: floor stops, door bumpers, door guides, floor stilts, floor sleeves, floor registers, floor plates, moldings and ornamental trim.
- C. Other work and materials necessary to finish all flooring types may be identified and priced. CES reserves the right to reject any additional proposed work or materials.

8. Project Site Conditions Prior and During Installation

- A. Installing dealers will not begin installation unless the Member or its agent has properly prepared the subfloor. The subfloor must be subject to the approval of the installing dealer to ensure that all irregularities are removed prior to installation.
- B. Subfloor will be clean and free from moisture, grease, wax, paint or other foreign substances.
- C. Offeror must assess the project site and provide as part of any proposal, in cooperation with the Member, all costs to move furniture, to prepare the subfloor, to deliver and install the flooring product requested and finishing accessories. The Offeror must make arrangements for the room and subfloor temperatures to be maintained at 65° F, or an agreed upon temperature between the Offeror and the Member, for 48 hours on either side of application of flooring.
- D. Preparation of concrete, stripwood, plywood, old wood, and/or terrazzo/ceramic subfloors will be made according to manufacturer's instructions.
- E. As protection for all parties, it will be the sole responsibility of the Offeror to make the determination on the site conditions. If conditions do not meet or exceed the manufacturer's

requirements and recognized industry standards, Offeror will not proceed with the project until the issues are resolved. For example, plywood subfloors must meet the standards of the American Plywood Association's (APA) Construction Guide, Residential and Commercial, Form E301. The maximum amount of moisture evacuation from a concrete floor is 3 pounds of water per 1,000 square feet in a 24-hour period; the acceptable floor pH range is between 7.0 and 9.0.

- F. All materials used in subfloor preparation and repair shall be recommended by the manufacturer and shall be chemically and physically compatible with the system being installed.
- G. The project site shall provide a working environment as recommended by the manufacturer, including area heat (or cooling), light and power requirements.
- H. The Offeror must deliver all materials to the job site in original packaging and with identification labels that identify the manufacturer, product name, identification number and other information.
- I. Product shall be covered and stored in a protected dry location with a temperature between 65° F and 90° F and not in any traffic area for other trades. Rolls shall be stacked horizontally and no higher than two high on a flat surface. (If a surface is not flat, rolls tend to move or suffer damage.)
- J. Excess flooring material may be left with the CES Member, if requested. Under no condition will the Member be charged for excess flooring not installed, unless the Member has ordered excess flooring for other purposes.

Required Categorical Responses

1. Provide a written narrative and detailed examples of your company's current and past experiences in providing floor covering products, accessories, floor preparation and floor covering installation services to educational institutions in New Mexico. Also, discuss types, kinds of products and services you have offered in the past five (5) years that meet or exceed the products and services requested in this category.
2. For all products offered on this solicitation, descriptive literature and manufacturers' specifications must be included in Offeror's bid (place after Tab 10). If a contract is awarded, the Offeror agrees to provide descriptive literature to every Member making a purchase through this contract. CES will not photocopy product literature for sales.
3. The Offeror must provide documents verifying that any of their employees working under this contract have received certification from the manufacturer and NMCID licenses for the proposed products and services to be performed. (Place after Tab 5.)
4. The Offeror must provide a complete warranty statement (that includes all the requirements herein and any additional warranty information) signed by a company officer and notarized. (Place after Tab 5.)

Categorical Price and Cost Submittal

1. Prices must clearly state and identify all costs associated with the removal and disposal of existing flooring, if requested, floor preparation, delivery and installation of floor covering, products and accessories.
2. Any costs associated with compliance issues and/or the removal and disposal of hazardous containing materials will be addressed through the alternative procurement method, if required.
3. Costs for all flooring products and installation services shall be priced by the square yard. Other related services and products may be priced by time and materials. Any discounts offered to CES Members shall be clearly stated and placed behind Tab 6. If an alternative method of procurement is used, it must comply with the terms and conditions stated herein.
4. The Offeror will furnish in its' quotation estimates any work that must be accomplished by others, such as removal and disposal of existing flooring, floor preparation or other related work.
5. Any agreement that asks for payment of a portion of the materials prior to the commencement of the installation must comply with New Mexico law for procurement.
6. Offerors may base material and product prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, an established method for setting a list must be submitted so that the CES discount can be applied.
7. For labor costs, CES has established various labor categories to be used. Offeror is asked to provide both non-state wage rates and state wage rates for each category.
8. If you offer products at an installed price, clearly identify and state what is meant by installed, that is, includes delivery, floor preparation, installation of flooring material, coving, transition finishing products, but does not include travel time for installers, mileage, per diem and equipment rental.
9. Price sheets, catalogs and/or other pricing forms must clearly identify and describe the supplies or materials and their unit of measure offered and stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
10. When providing equipment cost, indicate an hourly, daily and weekly rate.

Cost Evaluation Information

The following factors will be used to evaluate and award this category of the RFP. Please note that these are only a few items selected to do the evaluation. Offeror, in addition to these items, must provide a complete listing of all products and services to be offered under this category.

1. General Cost Items
 - A. Travel Time – This represents any cost associated with employees and/or subcontractors traveling to and from the project site from their home location. Offeror is to indicate the percent of the individual's regular hourly rate that is to be charged for travel time. Example: If an individual is paid One Hundred Dollars (\$100) per hour and you charge the customer Fifty Dollars (\$50) an hour, the percent of regular time would be fifty percent (50%).
 - B. Performance and Payment Bond Costs – This represents the cost the vendor incurs to provide a performance and payment bond to the Member for an individual project when it is required. The Offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate, that is, two percent (2%).

- C. Bonding Capacity – This represents the Offeror’s maximum level of bonds that they can obtain at any one time. Offeror is to indicate their bonding capacity and provide documentation from Security Company to substantiate the amount.
 - D. Discounts Provided on Price List and Catalogs – This represents the average discount provided by the Offeror on stated prices.
 - E. Alternative Methods of Costing – These methods include only those items not covered by price sheet submitted, other methods or sole source items. Offeror is to indicate the percent of overhead and/or markup to be added to these costs to obtain the retail cost on which the CES discount can be taken to achieve CES price.
 - F. CES discount off alternative method of costing to obtain CES prices. This represents the percent of discount that is taken off the standard price (item cost plus percent of profit/overhead equals standard price) to obtain the CES price. Example: item cost \$1,000, percent of profit/overhead of 20% equals standard price of \$1,200, less the CES discount of 10% \$100, equals the CES price of \$1,100.
 - G. Offeror’s Support for CES Pricing – This is the percent of difference between the Offeror’s price to CES and the price at which the Offeror would offer the same products directly to any public educational institution in NM. The Offeror’s CES price is \$100; the Offeror’s direct price to individual educational institutions is \$103. The difference is 3% percent.
2. Labor Rates – Hourly rates or per square foot cost for individual(s) who may perform services on an as-needed basis specializing in floor covering removal and disposal, floor preparation and floor covering installation and repair services.
 - A. Floor Preparation – Per square foot for a professional with experience and background in surveying, evaluating, developing and executing a proposed solution for the preparation of the floor/subfloor for the installation of the final floor covering requested.
 - B. Furniture Moving – Hourly rates for individual(s) to perform work relating to moving, relocating and returning furniture to its original location as required to complete an installation of a flooring system.
 - C. Floor System Installer – Per square foot regular cost for a professional with the knowledge, experience and background in surveying, evaluating, developing and executing a proposed solution for installing the various floor coverings offered herein.
 3. Service rates for individuals for a selected number of items. Offeror must indicate for each of the items what its’ cost would be to provide and perform each of the items listed. The Offeror must provide the associated costs for the following items delivered and installed to a CES Member’s building 100 miles from their location. Offeror must include the total cost on Form D of its’ submittal.

SECTION III: CONDITIONS LEADING TO AND INCLUDING CONTRACT AWARD

A. CONTRACT FORM

The form of the contract between CES and the vendor 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, September 19, 2008, whether hand delivered or mailed to the agency offices, 4216 Balloon Park Road NE. Documentation will be included and submitted in a binder.

C. PROPOSAL REVIEW

Commencing on Monday, September 22, 2008, proposals will be reviewed by the Executive Director and a committee designated by the CES Board of Directors.

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 throughout 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 Offeror will be held responsible therefore. Deviations or exceptions stipulated in Offeror responses, while possibly necessary in the view of a particular Offeror, can result in a penalty assessment being assigned during the evaluation process. Language to the effect that the Offeror does not consider this proposal to be part of a contractual obligation will result in that Offeror's proposal being disqualified. Due to the unpredictable nature of what any particular Offeror may wish to stipulate with regard to exceptions, exclusions or limitations of liabilities, Offerors are forewarned that CES reserves the right to assign any penalties it considers warranted. Terms of the RFP that any Offeror considers particularly unwarranted, and to which that Offeror would have to take significant exception in its response, should be stated in the proposal clearly and concisely as exceptions and/or deviations.

Part 1: Technical Proposal

1. Contract Documents (Tab 1)

Yes	No	Form A – Offerors Declaration Form (page 95)
Yes	No	Form B – The signed Offer and Contract Award (page 96)
Yes	No	Form C – The signed Affidavit (page 97)

2. Offeror Qualifications (Tab 4)

90 Points	Organization – History, Qualifications and Background (Item B, Page 11)
20 Points	Licensing (Item C, Page 12)
90 Points	Experience and Past Performance (Item D, Page 12)
40 Points	Bonding, Insurance Claims, Suits, and Disputes (Item E, page 13)

- 30 Points Offeror's capacity and ability to perform financially and financial stability (Item G, Page 14)
- 30 Points Described their company's policies and procedures in regards to complying with the New Mexico Public Education Department (NMPED) mandate regarding security and background checks (Item H, Page 15)
- 10 Points Workers Compensation Experience Modifier (Item F, Page 14)
- 5 Points Ability to contract – other contracts (Item J, Page 16)
- 5 Points Justification why Offeror's products and services are the most advantageous to CES and its Members (Item K, Page 16)

3. Subcontractors Qualifications (Tab 4)

- 30 Points Organization – History, Qualifications and Background (Item B, Page 17)
- 20 Points Licensing (Item C, Page 17)
- 30 Points Experience and Past Performance (Item D, Page 17)
- 20 Points Bonding, Insurance Claims, Suits, and Disputes (Item E, page 17)
- 20 Points Described their company's policies and procedures in regards to complying with the New Mexico Public Education Department (NMPED) mandate regarding security and background checks (Item G, Page 19)
- 10 Points Workers Compensation Experience Modifier (Item F, Page 18)
- 5 Points Quality Control Program (Item H, Page 19)
- 5 Points Justification why Offeror's products and services are the most advantageous to CES and its Members (Item I, Page 19)

4. Responses to Specific Requests for General Terms and Conditions (Place after Tab 3)

- | | | |
|-----|----|--|
| Yes | No | Copy of Listing of General Terms and Conditions (Pages 19-43) |
| Yes | No | Signed copy of Acceptance of General Terms and Conditions (Page 96) |
| Yes | No | Offeror's listing of deviations and exceptions to General Terms and Conditions |

5. Responses to Specific Requests for each Category (Place after Tab 5)

- | | | |
|-----------|----|---|
| Yes | No | Copy of Special Terms and Conditions (Pages 51) |
| Yes | No | Acceptance of Special Terms and Conditions |
| Yes | No | Offeror's listing of deviations and exceptions to Categorical Terms, Conditions and Specifications |
| 60 points | | Responses as to how well total proposed solution meets our request as evidenced in timelines, product information and performance specifications, and requested presentations provided in Tabs 5 and 10 |
| 40 points | | Response to categorical required written responses and/or comments requested |
| 40 points | | Responses to items related to customer service, support, warranty and after-the-sale items proposed as stated in requested forms in the vendor's RFP response and presentation of cost data |

Total Points Part One – Technical Responses 600 Points

Part 2: Cost Submittal

400 points Cost with responses prorated on total cost evaluation factors

1,000 points TOTAL POINTS POSSIBLE

E. NEGOTIATIONS

In order to obtain the most favorable price and support for its Members, CES reserves the right to enter into 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 discount off current price with indefinite quantity. CES will not be liable for any cost in proposal application or for the 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 education institutions. Under CES policy, CES charges a 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 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

OFFERORS DECLARATION FORM

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

New Mexico is a large state geographically. For this solicitation, CES is dividing the state into seven (7) service regions. Offeror will be required to indicate in its response which of these service regions of the state to which it wishes to provide services and prioritize those areas in the order in which it intends to concentrate its efforts if given an award. The seven (7) service regions are described below. If the Member is not a public school district, it shall be included in the region containing the public school district where the Member administrative office resides.

- 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, Truth or Consequences and Tularosa school districts.

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

OFFER AND ACCEPTANCE OF OFFER AND CONTRACT AWARD

PROJECT: As Defined in RFP 2009-005

OFFER
ACCEPTANCE OF OFFER
and
CONTRACT AWARD

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 contractor, 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 October 1, 2012, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods, ending September 1, 2012.

Authorized Signature Contract Number

Awarded this ____ day of _____, 2008.

AGENCY
SEAL
or
STAMP

Form D

INDEFINITE QUANTITY UNIT PRICE SCHEDULE

- Bid Submission Form:** **Category 1: Lot 1- Propane Fuel and Delivery Only**
 Category 1: Lot 2 - Propane Fuel, Tanks, Products and Services
 Category 2: Floor Coverings Installation and Related Services

Check the Category that applies.

Use this form for cost information not requested on **Form D-1A to D-2** 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

Form D-1A to D-2 INDEFINITE QUANTITY UNIT PRICE SCHEDULE

Mandatory Price submission form, see attached as separate Excel Spreadsheets and can be downloaded from www.nmedu.org.

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 or per attached sheet.

Printed Name and Title

Signature (should match cover signature)

I accept the additional Categorical Terms and Conditions for

- Category 1: Lot 1- Propane Fuel and Delivery Only**
- Category 1: Lot 2 - Propane Fuel, Tanks, Products and Services**
- Category 2: Floor Coverings Installation and Related Services**

except as listed below or per attached sheet.

Signature (should match cover signature)

Form F

SUPPORT AND MAINTENANCE PLANS

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

- o Toll Free Number _____
Contact Person _____
- o Collect Calls Accepted at this Number _____
Contact Person _____
- o Service and Maintenance Number _____
Contact Person _____
- o Technical Help Phone Line _____
Contact Person _____

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

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

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

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 RFPs (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 individual public educational Institutions. (If this is checked, bid offeror's response will be considered **Non-Responsive**)

- | | | | |
|--------------------|--------------------------|--------------------|--|
| Prices are (check) | <input type="checkbox"/> | two percent (2%) | Lower than our best price to individual Members. |
| | <input type="checkbox"/> | three percent (3%) | Lower than our best price to individual Members. |
| | <input type="checkbox"/> | four percent (4%) | Lower than our best price to individual Members. |
| | <input type="checkbox"/> | five percent (5%) | Lower than our best price to individual Members. |
| | <input type="checkbox"/> | ten percent (10%) | Lower than our best price to individual Members. |
| | <input type="checkbox"/> | other | Explain other _____. |

Signature (must match signature on cover sheet)

Title

QUESTIONNAIRE FOR OFFEROR

Company Name: _____

Circle Answers Where Appropriate

1. For products on your price list, is shipping/handling included in the price? YES NO

If pre-paid authorization, estimate shipping/handling on purchases _____

2. Is your product marketed by anyone else in New Mexico? YES NO

3. *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

4. If applicable, list any New Mexico contractor's licenses held by your company.

Name of Licensee	Classification	Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

6. Where should CES mail purchase orders?

Vendor Name _____

Attention Line _____

UPS Address _____

Mailing Address _____

City _____ State _____ Zip _____

Email Address _____

Telephone (to verify prices) _____ Fax _____

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

**not including manufacturer's GSA contracts.*

7. 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: _____

8. Additional contacts for CES

New Mexico Representative _____

Telephone _____ Fax _____

Email Address _____

Contact for RFP/Contract _____

Telephone _____ Fax _____

Email Address _____

9. Sales Support by Region

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

10. If your normal area of service is regional, will you honor and fill purchase orders in any part of the state at the prices quoted in this RFP? YES NO

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

Form I

MANUFACTURER'S REPRESENTATIVE FORM

**Offeror has attached a letter (or agreements) from the manufacturer that certifies the following: (check each)
Place behind Tab 4.**

_____ 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 contract.

Signature (must match cover signature)

Date

If the Offeror is the manufacturer, please sign below.

Signature (must match cover signature)

Date

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

1. _____
2. _____
3. _____
4. _____
5. _____

This is reprinted from Section 1, No. 4 – Offer Qualifications – Please provide your responses on this form and submit with your Proposal

- A. 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 construction 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.
- B. Organization
- 1). How many years has your organization been in business as a contractor?
 - 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)
 - (d). If your organization is individually owned, answer the following:
 - (i). Date of organization
 - (ii). Name of owner
 - 6). If the form of your organization is other than those listed above, describe it and the name of the principals.
 - 7). Where are 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?
 - 8). For 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, in your response, provide a listing of and the qualifications of these key individuals. Provide the name, title, qualifications and experience in the area(s) of services that they will be providing.
 - 9). Describe your organization's current in-house work force, equipment and facilities available to perform under this solicitation.

C. Licensing

- 1). What year was your organization first licensed as a contractor in the State of New Mexico?
- 2). List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- 3). List jurisdictions in which your organization's partnership or trade name is filed.
- 4). Provide all current applicable NMCID licenses and NMDOL registration information.
- 5). Pursuant to NMSA1978 13-4-2, Residential Contractor preference will not apply for solicitation using the RFP process.
- 6). Has your organization or any of the qualifying parties named above ever conducted business, past or present, as a contractor under a different business name? If yes, what name(s) and when?

D. Experience and Past Performance

- 1). List the categories of work that your company normally performs with its' own forces.
- 2). Provide a complete list of major construction projects (over \$60,000 in total construction costs) that your company had or has in progress, as of July 01, 2008, giving the name of project, owner, architect, contract amount and scheduled completion date. Please state the total worth of all construction work in progress and under contract as of July 01, 2008.
- 3). Within the last five (5) years, has your company performed work on New Mexico public work projects? If the answer is "yes," describe each project and your company's role. In your description, include the following information on each project described.
 - (a). Project name
 - (b). Owner of the project
 - (c). Owner representative or contact
 - (d). Original bid amount and final project cost (include all change orders)
 - (e). Architect/Engineer (A/E)
 - (f). Original scheduled completion date, the final completion and acceptance date
 - (g). Percentage of the cost of the work performed with your own forces
- 4). List all projects your company has completed beyond the scheduled date of substantial completion and the number of days past the scheduled substantial completion date on which substantial completion was certified as indicated by owner and architect signature.
- 5). List all projects in which your company failed to complete the project, including all punch list items identified by the owner and/or owner's representative by the date agreed to by all parties.
- 6). In the last five (5) years, has your company provided any extended warranties on a project and not been able to fulfill to the owner's satisfaction? If yes, for each describe the issues. For each, include the following information:
 - (a). Project name
 - (b). Owner of the project
 - (c). Owner representative or contact
 - (d). Architect/Engineer (A/E)
 - (e). Date of substantial completion
 - (f). Type of warranty coverage
 - (g). Reason for inability to resolve, such as owner not fulfilling obligations

E. Bonding, Insurance, Claims, Suits, and Disputes

- 1). Provide with this RFP a Certificate of Insurance listing the minimum and maximum coverage for liability, vehicle and property damage. CES is not asking you to acquire additional or

special insurance for this contract. CES needs proof that you are insured. Before any work can commence, you must provide a certificate that names CES and/or its Member as a certificate holder. Normally, this is a free service provided by an insurance company.

- 2). Provide written documentation and evidence relating to the surety company that will be providing payment and performance bonds for projects performed under this solicitation. Please address the following:
 - (a). Name, address, phone number and agent's name.
 - (b). Letter from the surety company stating your firm's current bonding rate and your organization's total bonding capacity.
 - (c). Has your company used this surety company for more than two (2) years? If no, please provide the names, addresses, phone numbers, contact names and dates under agreement with any other surety company used in the past three (3) years.
- 3). Are there any judgments, claims, arbitration proceedings, suits or disputes pending or outstanding against your company or its' officers in New Mexico or any other jurisdiction?
- 4). Has your company filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?
- 5). If the answer to items 3). or 4). above is yes, please provide complete details, including, but not limited to:
 - (a). Name and location of project owner
 - (b). Name and location of project architect
 - (c). Name and location of project
 - (d). Nature of and amount in dispute
 - (e). Forum in which dispute was presented, that is AAA arbitration; mediation; district court (state, file name, and number)
 - (f). Manner in which dispute was resolved
- 6). For the last five (5) years, list any projects where your surety has been given notice of default of your company's performance under either its' performance bond or labor and material payment bond. For each project state the nature of the claim against your company and the outcome of each such claim.
- 7). Within the last five (5) years, has any surety on any project you have worked on paid or settled work that your company had contracted to complete? If yes, give complete details.
- 8). Within the last five (5) years, has your firm had any business, trade or contracting licenses suspended or revoked? If yes, give complete details.
- 9). Within the last five (5) years, has your company been a party in civil litigation or administrative proceedings which have alleged a violation of any of the following: environmental law or regulation; law banning workplace discrimination; law governing wages, hours, 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.
- 10). 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.
- 11). 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.

F. Miscellaneous items

- 1). Is the workers' compensation experience modifier for the company as reported by your insurer less than 2.0? If no, what is your reported E-Mod?
- 2). What is the incident/injury rate for your company as reported by your insurer? Is it less than the Bureau of Labor Standards published rate for New Mexico? If yes, by how much?

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 bidder'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?
 - (h). If not, explain the relationship and financial responsibility of the company whose financial statement is provided (e.g. parent-subsidiary).
 - (i). Provide written evidence or other documentation relating to your banking and/or lending institution. Include the following:
 - (i). Names, addresses, phone numbers and contact names.
 - (ii). Letters from listed financial/lending institution(s) that indicates the amount of time your company has had a relationship with them.
 - (iii). 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."
 - (j). Will it be necessary for your firm to assign payments to a financial institution in order to perform under this contract? If so, please name any financial institutions that you may use for assignments or for factoring. If you enter into any assignment agreements, will you sign a notarized Power of Attorney that grants the company receiving the assignment the right to endorse payments from CES? Please attach a sample assignment or factoring agreement with your bid if you intend to use these financial services. The fact that a company uses these services will not reflect on the credit stature of the CES vendor. Since CES requires a 45-day term rather than the more traditional 30 days, such payment arrangements may be necessary.
 - (k). Within the last seven (7) years, has your company been the subject of any voluntary or involuntary bankruptcy, insolvency or receivership proceeding? If so, please state the case name(s) and court file number of each proceeding, the nature of the proceeding, whether such proceeding is ongoing and the resolution of each completed proceeding.

- 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. Has and does your company incorporate formal quality assurance and control processes on public works projects? If yes, describe the processes with their expected results and the benefits received by the owners by implementing such a program.
- J. CES is the administrative agency of the Joint Powers Agreement to Establish an Educational Cooperative and its Members are the public educational institutions in New Mexico. The sole purpose of CES is to support these institutions in their day-to-day procurement. Describe in writing your company's ability, willingness and means to sell, deliver, provide and support the proposed products/services to New Mexico educational agencies under the most advantageous conditions including price. No Offeror will be denied a contract simply because sales are limited to New Mexico. However, CES, as an agent for the public educational institutions, will not enter into a contract with an Offeror that has an existing contract that would be more advantageous than a CES contract to sell and provide products and services to New Mexico agencies. Do you currently have or plan to have such state or other contracts, such as a State Procurement Division Agreement or CES Member Agreement? If so, why do you wish to secure a CES contract and how would the CES contract be more advantageous in pricing of other services over other cooperative contracts?
- K. This is an RFP and while CES is required to base an award strictly on the highest rated proposals, every CES contract must be for the public good, not for the benefit of a vendor. However, having said that, CES is totally committed to two basics in the American way of business – profit and competition. Products and services offered herein must be of good sound quality, have good durability/performance life and stand up to public use. Is there “added value” received by the customer when purchasing through you rather than a competitor, or is your major benefit price alone?
- L. In comparing previous projects your organization has completed, do you see any areas where your organization possesses experience, production or service facilities, personnel or other service reputation that should be considered with your ability to provide on time quality construction projects for New Mexico educational institutions? If yes, fully describe these attributes, resources and how they are utilized to benefit the owner's projects.

Form J Subcontractor Qualifications (Tab 4)

This is reprinted from Section 1, No. 5 – Offer Qualifications – Please provide your responses on this form of every listed Subcontractor listed and submit with your RFP.

A. Organization

- 1). How many years has your organization been in business as a contractor?
- 2). How many years has your organization been in business under its' present business name?
- 3). Has your organization or any of the qualifying parties named above ever conducted business, past or present, as a contractor under a different business name? If yes, what name(s) and when?
- 4). Where are 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?
- 5). Describe your organization's current in-house workforce, equipment and facilities available to perform as a subcontractor under this solicitation.

B. Licensing

- 1). What year was your organization first licensed as a contractor in the State of New Mexico?
- 2). Provide all current applicable NMCID licenses and NMDOL registration information.

C. Experience and Past Performance

- 1). List the categories of work that your company normally performs with its' own forces.
- 2). Within the last five (5) years, has your company performed work on New Mexico public work projects? If the answer is "yes," describe each project and your company's role. In your description, include the following information on each project described.
 - (a). Project name
 - (b). Prime contractor
 - (c). Work as subcontractor
 - (d). Original bid and final sub-contract cost (include all change orders)
 - (e). Original scheduled completion date, the final completion and acceptance date
- 3). List all projects which your company failed to complete as a subcontractor.
- 4). In the last five (5) years, has your company provided any extended warranties on a project as a subcontractor and not been able to fulfill to the prime contractor satisfaction? If yes, for each describe the issues. For each, include the following information:
 - (a). Project name
 - (b). Prime contractor
 - (c). Type of warranty coverage
 - (d). Reasoning for inability to resolve with the prime contractor

D. Bonding, Insurance, Claims, Suits, and Disputes

- 1). Provide written documentation and evidence relating to the Surety Company that will be providing payment and performance bonds for sub-contracts over \$5,000. Please address the following:
 - (a). Name, address, phone number and agent's name

- (b). Letter from the surety company stating your firm's current bonding rate and your organization's total bonding capacity.
- (c). Has your company used this surety company for more than two (2) years? If no, please provide the names, addresses, phone numbers, contact names and dates under agreement with any other surety company used in the past three (3) years.
- 2). Are there any judgments, claims, arbitration proceedings, suits or disputes pending or outstanding against your company or its' officers in New Mexico or any other jurisdiction?
- 3). Has your company filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?
- 4). If the answer to items 2). or 3). above is yes, please provide complete details, including, but not limited to:
 - (a). Name and location of project owner
 - (b). Name and location of prime contractor
 - (c). Name and location of project
 - (d). Nature of and amount in dispute
 - (e). Forum in which dispute was presented, that is AAA arbitration; mediation; district court (state, file name, and number)
 - (f). Manner in which dispute was resolved
- 5). For the last five (5) years, list any projects where your surety has been given notice of default of your company's performance under either its' performance bond or payment bond. For each project, state the nature of the claim against your company and the outcome of each such claim.
- 6). Within the last five (5) years, has any surety on any project you have worked on paid or settled work that your company had contracted to complete? If yes, give complete details.
- 7). Within the last five (5) years, has your firm had any business, trade or contracting licenses suspended or revoked? If yes, give complete details.
- 8). Within the last five (5) years, has your company been a party in civil litigation or administrative proceedings which have alleged a violation of any of the following: environmental law or regulation; law banning workplace discrimination; law governing wages, hours, 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.
- 9). 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.
- 10). 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.

E. Miscellaneous items

- 1). Is the workers' compensation experience modifier for the company as reported by your insurer less than 2.0? If no, what is your reported E-Mod?

- 2). What is the incident/injury rate for your company as reported by your insurer? Is it less than the Bureau of Labor Standards published rate for New Mexico? If yes, by how much?
- F. Describe your company's policies and procedures in regards to complying with the New Mexico Public Education Department (NMPED) mandate regarding security and background checks for individuals working and/or providing services within public school buildings. 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.
- G. Has and does your company incorporate formal quality assurance and control processes on public works projects? If yes, describe the processes with their expected results and the benefits received by the owners by implementing such a program.
- H. In comparing previous projects your organization was a subcontractor for, do you see any areas where your organization possesses experience, production or service facilities, personnel or other service reputation that should be considered with your ability to provide on-time quality subcontractor services for construction projects. If yes, fully describe these attributes and resources and how they are utilized to benefit the owner's projects.

INSTRUCTIONS FOR COMPLETION OF PRICE PAGES

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

IF, FOR ANY REASON, YOU NEED TO LOWER A PRICE TO REMAIN COMPETITIVE, OR TO PASS ON A SPECIAL PRICE OFFERED BY YOUR SUPPLIER, YOU MUST FIRST SEND A FAX OR LETTER TO CES THAT OFFICIALLY LOWERS THE PRICE. ONCE CES HAS RECEIVED THE INFORMATION, THEN YOU MAY OFFER THE NEW PRICES TO YOUR CUSTOMERS. IT IS AGAINST THE TERMS AND CONDITIONS OF THIS 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.

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

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

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

State and Local Government Purchasing, Third Edition, page 13

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

Ibid., page 76

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

In contrast, CES is not a central purchasing office. Rather, we are a 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' 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 proposals 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 Member elects to issue its own RFP.

When a vendor says “this is the lowest price I will offer in New Mexico to public agencies,” then the Member knows that the only way to get a lower price is from other vendors. Competition is enhanced in this fashion. If a Member 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 Member and, hopefully, the eventual lowering of prices by the CES vendor, 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. **Form A** – Offerors Declaration Form (page 95) (**PLACE BEHIND TAB 1**)
- _____ 2. **Form B** – The signed Offer and Contract Award (page 96) (**PLACE BEHIND TAB 1**)
- _____ 3. **Form C** – The signed Affidavit (page 97) (**PLACE BEHIND TAB 1**)
- _____ 4a. **Form D** – Price List of the equipment/services offered (pages 97-98) (**PLACE BEHIND TAB 6**)
- _____ 4b. **Form D-1A to D-2 – Mandatory Price Submittal Form** (Separate Excel file for each Category) (**PLACE BEHIND TAB 6**)
- _____ 5a. **Form E** – A list of any exemptions or modifications of General Terms and Conditions (page 100) (**PLACE BEHIND TAB 3**)
- _____ 5b. **Form E** – A list of any exemptions or modifications of Categorical Terms and Conditions (page 100) (**PLACE BEHIND TAB 5**)
- _____ 6. **Form F** – Support and Maintenance Plans (page 101) (**PLACE BEHIND TAB 7**)
- _____ 7. **Form G** – Offeror’s Support for CES Prices (page 102) (**PLACE BEHIND TAB 7**)
- _____ 8. **Form H** – Questionnaire for Offeror (pages 103-104) (**PLACE BEHIND TAB 7**)
- _____ 9. **Form I** – Manufacturer’s Representative Form (page 105) (**PLACE BEHIND TAB 7**)
- _____ 10. **Form J** – Vendor Qualifications Form a point by point response to questions listed (pages 106-110) (**PLACE BEHIND TAB 4**)
- _____ 11. **Form J** –Subcontractors Qualifications Form a point by point response to questions listed (pages 111-113) (**PLACE BEHIND TAB 4**)
- _____ 12. **Form N** - Subcontractor List (page 118-119) (**PLACE BEHIND TAB 5**)
- _____ 13. Letters of financial stability and credit limit for Offeror and Subcontractors listed (**PLACE BEHIND TAB 4**)
- _____ 14. All miscellaneous forms that apply (**PLACE BEHIND TAB 8**)
- _____ 15. Copies of all licenses (**PLACE BEHIND TAB 4**)
- _____ 16. Appendix with catalogs, slicks, model information, etc. (**PLACE BEHIND TAB 10**)
- _____ 17. **Form M** – Submission Check-Off Form (page 116) (**PLACE BEHIND TAB 9**)
- _____ 18. **W-9 Form** - Completed (**PLACE BEHIND TAB 7**)

Form M

SUBMISSION CHECK-OFF FORM (Continued)

19. **Electronic Copy of the proposal in Tab format with proposal submission.**

Signature

Form N Subcontractor List for RFP 2009-005 continued

The listing threshold for this RFP will be Five Thousand Dollars (\$5,000). The Offeror will list all persons, businesses and contractors that the Offeror anticipates to be a subcontractor under this RFP. Pursuant to Section 13-4-38, et., N.M.S.A., 1978, if an Offeror fails to list a subcontractor in excess of the listing threshold, and they do not state that the provider is a sole source or that they will put all work that exceeds the threshold to individual bid each time, they are stipulating and stating that they are fully qualified to perform the proposed products and services themselves and that they will perform all work themselves.

Signature (must match signature on cover sheet)

Title