

**COOPERATIVE EDUCATIONAL SERVICES**

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

**REQUEST FOR PROPOSALS**  
**(RFP)**

**RFP Issue Date** **Monday, December 8, 2008**

RFP Number: RFP 2009-010

RFP Issue Date: Monday, December 8, 2008

RFP Commodity Titles:

Commodity Titles	Category	Title
485-104	1.	Janitorial Products, Equipment and Consulting/Training Services
964-104	2.	Temporary Employment and Recruitment Services
595-100	3.	Consulting Services and Products for Turf Management, Including Testing, Evaluating, Analyzing and Treating Soils, Lawns, Bushes, Trees and Other Landscaping Areas
906-004	4.	Educational Facility Evaluation, Capital Outlay Long Range Planning and Project Management
918-003	5.	School Safety Audit, Inspection, Consulting and Training Services

**RFP Due Date** **Friday, January 23, 2009**

Day / Date: Friday, January 23, 2009

Time: 1:30 p.m. local time

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

Directions: In Albuquerque, take I-25 North. Take Exit 229, Jefferson and proceed 4/10<sup>ths</sup> 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 Content Overview**

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

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

- |             |   |
|-------------|---|
| Section I   | Outlines the RFP, indicates how to prepare a response and states the General Terms and Conditions   |
| Section II  | Lists the various commodity titles and, for each, states the Special Terms and Conditions, the Scope of Work and Required 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, January 23, 2009, for:

- Category 1: Janitorial Products, Equipment and Consulting/Training Services
- Category 2: Temporary Employment and Recruitment Services
- Category 3: Consulting Services and Products for Turf Management, Including Testing, Evaluating, Analyzing and Treating Soils, Lawns, Bushes, Trees and Other Landscaping Areas
- Category 4: Educational Facility Evaluation, Capital Outlay Long Range Planning and Project Management
- Category 5: School Safety Audit, Inspection, Consulting and Training Services.

There will be a Non-Required Pre-Proposal Conference held on Thursday, January 6, 2009 at 2:00 p.m. local time in 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 2009-010" on the front of the envelope. A list of qualifications and specifications, instructions to bidders and RFP forms can be obtained upon request by fax (505-344-9343), mail, email (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, December 7, 2008  
Sunday, December 14, 2008

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

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**TABLE OF CONTENTS**

	<u>Page</u>
<b>I. <u>INSTRUCTIONS TO OFFEROR</u></b>	
A. Introduction.....	6
B. Examination of Documents.....	6
C. Questions.....	6
D. Proposal Submission.....	6
1. Preparation of the Proposal.....	6
2. Format of the Proposal.....	7
3. Contents of the Proposal.....	8
4. Contractor Qualifications.....	9
E. Listing of General Terms and Conditions.....	12
<b>II. <u>SCOPE OF WORK AND SPECIFICATIONS</u></b>	
A. Scope of Work.....	32
B. Duties of the Contractor.....	32
C. Duties of CES.....	32
D. Specifications.....	32
E. Solicitation Timelines.....	32
F. Price and Cost Submittal.....	33
G. Listing of Categories.....	34
Category 1 Janitorial Product, Equipment and Consulting/Training Services.....	35
Category 2 Temporary Employment and Recruitment Services.....	51
Category 3 Consulting Services and Products for Turf Management, Including Testing, Evaluating, Analyzing and Treating Soils, Lawns, Bushes, Trees and Other Landscaping Areas.....	60
Category 4 Educational Facility Evaluation, Capital Outlay Long Range Planning and Project Management.....	64
Category 5 School Safety Audit, Inspection, Consulting and Training Services.....	75

**Table of Contents, continued**

**Page**

III. CONDITIONS LEADING TO AND INCLUDING CONTRACT AWARD

A. Contract Form .....86  
B. Proposal Submission.....86  
C. Proposal Review .....86  
D. Evaluation Factors .....86  
E. Negotiations .....87  
F. Cost Considerations .....87  
G. Important Notice to Offerors .....88

IV. PROPOSAL FORMS

A. Offeror Declaration (Form A).....89  
B. Offer, Acceptance of Offer and Contract Award (Form B).....91  
C. Affidavit (Form C).....92  
D. Indefinite Quantity Unit Price Schedule (Form D).....93  
The following Cost sheets are provided as Excel spread sheets and are presented as Exhibits:  
D-1 Janitorial Products, Equipment and Consulting/Training Services  
D-2 Temporary Employment and Recruitment Services  
D-3 Consulting Services and Products for Turf Management, Including Testing, Evaluating, Analyzing and Treating Soils, Lawns, Bushes, Trees and Other Landscaping Areas  
D-4 Educational Facility Evaluation, Capital Outlay Long Range Planning and Project Management  
D-5 School Safety Audit, Inspection, Consulting and Training Services  
E. Acceptance of Terms and Conditions (Form E) .....95  
F. Support and Maintenance Plans (Form F) .....96  
G. Offeror’s Support for CES Prices (Form G) .....97  
H. Questionnaire for Offeror (Form H) .....98  
I. Manufacturer’s Representative Form (Form I).....100  
J. Offers Qualifications (Form J).....101  
K. Comments on Multiple Award and “Most Favored Customer” Contracts (Form K)...103  
L. Instructions for Completion of Price Pages (Form L) .....104  
M. Submission Check-Off Form (Form L) .....105

## **SECTION I      INSTRUCTIONS TO OFFERORS**

### **A. INTRODUCTION**

Parties to the Joint Powers Agreement to Establish an Educational Cooperative through its administering agency, Cooperative Educational Services (CES), invites experienced contractors 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. 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](mailto: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](http://www.nmedu.org)) as addenda and will become part of the proposal documents. Those not having access to the Internet can call CES, either to determine if addenda have been issued, or to request of CES by phone or fax that copies of the addenda be mailed. Questions received less than seven (7) days prior to the proposal due date will not be answered.

### **D. 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. 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.
- d. In case of an error in extension of prices in the offer, unit prices will govern.
  - e. Periods of time stated as a number of days will be in calendar days, not business days.
  - f. 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.
  - g. 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 contractor requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of CES evaluators is implicit in this process.

2. Format of the Proposal

- a. One (1) original of the proposal will be submitted on the forms and in the format contained in the RFP and must have original signatures. The proposal will contain all descriptive literature, specifications, samples, etc. The proposal will be submitted in a three-ring binder.
- b. The forms as contained in and format as requested in the RFP will be used. Offerors can reproduce the forms and retype the information, but all of the required information must be presented in the order requested. All proposals must be completed in ink, on a computer or typewritten. Forms can be filled in by hand, but must be printed.
- c. In preparing a proposal, a contractor must present a point-by-point response to each relevant term, special consideration, or specification. A response that says "See Appendix," "Acknowledge," or "Understood" is not acceptable and may be sufficient to render the proposal as non-responsive. Usually, on a term or condition, either the word "Accept" is appropriate or the word "Exception" with a clarification. Should the Offeror take any "exceptions" to this RFP, a summary of those items must be included in the response to be considered valid. Exceptions can be accepted, negotiated or rejected by CES.
- d. In addition to 2a to 2c 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 CD is to be laid out in the same format as Content of the Proposal (see below).

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 and provide an electronic copy in the format as listed below:**

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

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

- Tab 1: The Offer
- Signed Offer and Acceptance, (Form B) (page 91)
  - The RFP Affidavit, (Form C) notarized signature required (page 92)
  - Offerors Declaration, (Form A) (page 89)
- Tab 2: Introduction
- Executive Summary (a one-page description of what you are proposing on this contract)
- Tab 3: General Terms and Conditions
- Terms and Conditions, Section I-E (copy of each page in order)
  - Acceptance of Terms and Conditions, Form E (first line must be signed RFP page 95)
- Tab 4: Contractor Qualifications
- Complete questions on pages Form J (101)
  - Certificate of Insurance
- Tab 5: Category
- Categorical Terms and Conditions page(s) only for your category (copy of each page in order).
  - Acceptance of Categorical Terms and Conditions (Form E). If submitting more than one Category, a separate Form E for each Category.
  - Required Categorical Responses for your category (written response to every part). A separate response for each Category that is submitted.
- Tab 6: Cost Quotation
- Prices for each Category submitted on **Forms D and D-1 to 5**
  - Additional price information, price sheets from RFP
- Tab 7: Required Forms
- Offeror's Support for CES Prices, Form G (page 97)
  - Questionnaire for Offeror, Form H (pages 98-99)
  - Support and Maintenance Plans, Form F (page 96)
  - Manufacturer's Representative Form, Form I (page 100)
  - Comments on Multiple Awards and "Most-Favored-Customer" contracts **Form K** (page 103)

- 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 M (page 105)
- Tab 10: Literature, slicks, samples and supporting printed material

Step Three: Go to the last page of this RFP and prepare the Submission Check-off Form. Sign it and place it after Tab 9. Send your proposal to CES so that it arrives on or before Friday, January 23, 2009, at 1:30 p.m. local time.

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

Step Four: Before you seal your proposal, ask yourself this question: “Did I really give my best prices to the 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 Qualifications

All proposals must contain answers or responses to the 10 items listed below. Any Offeror failing to answer these questions completely may be considered non-responsive. Please arrange your responses by placing them after Tab 4. One essential part of the evaluation process is for the evaluators to have information about the company being evaluated. For the evaluators to know if the proposal being read is within the 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 members considering the purchase. This is your opportunity to present your company to those interested evaluators and, if awarded, member staff of our members.

- a. Write a brief history of your company that includes its philosophy of doing business. Generally, CES will not accept an offer from a business less than three (3) years old or which has failed to establish a proven record of business. If the Offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification. CES reserves the right to accept or reject newly formed companies solely based on information provided in this response and from its own investigation of the company. Since any contract awarded by CES is a recommendation to members to do business with the contractor, organizations with little or no demonstrated ability to perform may be placing members at risk.

- b. Indicate where the headquarters of the company are located. Provide address, city, and state, and if there are branch offices in New Mexico, please also supply those. Note how long your company has provided these services/products in New Mexico. If you are offering after-sales services to CES members, state the qualifications of your service staff. Provide the name, title, qualifications and experience of the key people who will support this contract. Describe your service facilities in terms of square feet, service equipment, number of technicians, inventory in stock, and service response time.
- c. Almost every business has professional organizations and associations that provide standards and/or produce evaluations/comparisons for sales use and for other competitive purposes. If any of the products/services you are offering have received an evaluation by any of these groups, and they have issued a report of their findings or any awards or nominations for excellence, provide or cite that documentation. If the products you offer in this contract meet or exceed industry standards, please submit copies of the reports and a written narrative describing the standards and/or awards your products/services or company has received. Also, place copies of articles, sales slicks, catalogs, news clippings or news bulletins that describe these awards and standards after Tab 10.
- d. Offerors for products and services offered on this contract must be factory authorized dealers, distributors or agents with the ability to offer products and services in New Mexico. Include written evidence of factory authorization, either by letter from the manufacturer stating the terms, conditions and authority to speak for it, or by a copy of your franchise/contractual agreement. If you are a manufacturer, describe who, from where, if or how, you will provide and support your dealer network with this contract, or if you will sell directly to CES.
- e. A major problem often facing companies awarded a CES contract is rapid growth followed by cash flow difficulties. For purposes of evaluation, attach a letter from your financial institution that indicates the line of credit available to you. This letter does not need to identify a dollar amount. Instead, a credit range should be indicated. (For example, "credit in the low six figures" or "a credit line exceeding five figures.") Indicate if you will assign payments to financial institutions. 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 proposal 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 contractor. Since CES requires a 45-day term rather than the more traditional 30 days, such payment arrangements may be necessary.
- f. Describe your company's policies and procedures in regards to complying with the New Mexico State mandated security and background checks for individuals working and providing services within public school buildings. Please provide a sample of the type of background check that you are willing to perform for these purposes.
- g. Unfortunately, the United States of America is now a very litigious society. Provide with this RFP a certificate of verification of insurance listing minimum and maximum coverage for liability, vehicle and property damage. CES is not asking you to acquire

- additional or special insurance for this contract. CES needs proof that you are insured. Before any work can commence, you must provide a certificate that names CES as a certificate holder. Normally, this is a free service provided by an insurance company. See the insurance requirements in Section 1-E, LISTING OF THE GENERAL TERMS AND CONDITIONS.
- h. CES is the administrative agency of the Joint Powers Agreement to Establish an Educational Cooperative. Its members are the public educational institutions in New Mexico. Our sole purpose is to support these institutions in their day-to-day procurement. Describe in writing your ability, willingness and means to sell, deliver and provide support to the educational agencies in New Mexico. No offeror will be denied a contract simply because sales are limited to New Mexico. However, CES will not enter into a contract with a contractor who has an existing contract that would be more advantageous than a CES contract to sell/provide goods and services to New Mexico agencies. Do you currently have or plan to have such state contracts, that is, SPD with the State Procurement Division? If so, why do you wish to secure a CES contract, and how would the CES contract be more advantageous in pricing or other services over other cooperative contracts?
  - i. It has been CES' experience that a gap exists between the management (those who respond to RFPs) and sales staff (those who contact the schools and political subdivisions) which results in problems. Will your sales staff sell a product or service to a CES member that it knows will not meet the member's needs? What training does your sales staff have that gives you confidence in their ability to serve the needs identified in RFP 2009-010. Name your key sales people who will be assigned this contract and provide a brief description of each person's qualifications that includes title, work experience, educational background and related skills.
  - j. Although CES is not required to base an award strictly on the lowest price, any time one contractor charges more than another for a product or service, justification is needed. Every CES contract must be for the public good, not for the benefit of a contractor. Having said that, however, CES is totally committed to two basics in the American way of business: profit and competition. Please provide, in writing, reasons why your products and goods are worth the prices or fees you are charging. List any "added value" received by the customer when purchasing through you rather than a competitor, and report whether your major benefit is price alone.

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.**

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

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

**Accounts Payable:** Contractor agrees not to contact the accounts payable department, business manager, or superintendent of a school or agency which owes CES payment for a product or service delivered to the school or agency by the contractor as a result of a contract through this RFP, unless CES has specifically requested assistance in collecting a past due payment.

**Administration Fee:** CES' one percent (1%) administration fee shall be included in offeror's net price. Contractor will not add the administration fee to approved contract prices. CES' minimum administration fee on any individual purchase is Ten Dollars (\$10).

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

**Amendment of Offer:** An offer 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 with these specifications exists, the most stringent requirement will be used.

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

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

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

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

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

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

**Billing:** All invoices will be from the contractor to CES and will list the purchase order number(s) issued by CES and CES member on the invoice. The contractor will not invoice a member directly. CES will invoice the member with payment to be made to CES. The contractor will not accept a purchase order from a member or other procurement unit based on this contract.

**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 proposals 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 proposal.

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

**Cancellation:** CES can, by written notice stating the extent and effective date, cancel the contract issued as a result of this RFP for convenience in whole or in part, at any time. CES shall pay Offeror as full compensation for performance until such termination as follows:

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

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

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

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

**Cancellation 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 shall be effective when written notice from CES is received by the parties to this contract, unless the notice specifies a later time.

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

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

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

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The contractor will not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246).
3. The contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer.
4. The contractor agrees to promote and offer to members of CES only those 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 a contractor for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry by CES, or as initiated by the contractor. Unlike "Discussion" (see below), clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

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

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

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

**Confidential Information:** Confidential Information means any Discovery Material that the producing party or protected person reasonably believes not to be in the public domain and reasonably believes contains any trade secret or other confidential, strategic, research, development, or commercial information, as such terms are used in Fed. R. Civ. P. 26(c)(7), that, if disclosed, would materially affect the party's or protected person's business, commercial or financial interests.

**Construction:** Offeror can sell and install finished products, materials or articles of merchandise, which are fabricated into, and become a permanent fixed part of a structure. If the removal of the finished products, materials or articles of merchandise would cause damage to the structure or render the structure unfit for its intended use, the offeror must indicate this on its response. No construction activities will be permitted under this RFP.

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

**Contract Changes:** CES can make changes within the general scope of this contract by giving notice to the contractor, and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this service, an equitable adjustment in the price or delivery or both will be made. No change by the contractor will be recognized without written approval of CES. Any claim of contractor for any adjustment must be made in writing within 30 days from date of receipt by contractor of notification of such change, unless CES waives this condition. Nothing in this section will excuse contractor from proceeding with performance of the service as changed hereunder.

**Contract Type:** Indefinite quantity with:

1. Fixed discount off retail or off published education/catalog price list; or
2. Fixed price with economic adjustment (Offeror must identify in writing in this RFP any contingencies prior to approval).

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

**Contractor:** Offeror who has been awarded contract for delivery of material goods or completion of services in response to this document.

**Contractor Invoice:** Contractor will invoice CES after delivery of goods and/or services. Goods and services will be invoiced at applicable contract prices, less the CES one percent (1%) administration fee and not to exceed the amount of the CES purchase order. CES will invoice member after receiving and reviewing contractor's invoice.

**Contractor Payment:** CES will issue payment to contractor after receipt of member's payment. Contractor will be paid its invoice amount for goods and services, less CES' one percent (1%) administration fee. Contractor will credit CES an amount equal to the deducted administration fee, if required to provide a zero balance on CES' account.

**Contractor's Price List:** The contractor will furnish CES with copies of the approved price list to facilitate eligible procurement agencies in placing orders. When contractor offers a discount off a retail price, the manufacturer's Suggested Retail Price (SRP), such discounts will include the CES one percent (1%) administration fee and must be submitted as printed by the manufacturer.

**Cooperative Purchasing:** This contract is based on the need for CES to provide the economic benefits of volume purchasing, and reduction in administrative costs, through cooperative purchasing for public educational institutions and other procurement units. Although Offerors can restrict sales to certain public units (for example, to state agencies or local government units), any contract that restricts sales from being made to public educational institutions will not be considered.

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

**Credit Hold:** The contractor must agree not to place CES on "credit hold" without 10 days advanced notice in writing, either by letter or facsimile. Before CES can pay a contractor's invoice, it must collect payment from the member or political subdivision that received the product. CES believes it is better for the contractor if CES places the slow-paying agency on "credit hold". If a contractor places CES on credit hold, agencies that pay promptly are penalized. If, on the other hand, CES places the offending agency on "credit hold", payment is more likely to result and only the offender is punished.

**Current Products:** All offers will be for equipment, supplies, commodities and software in current production 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, or lot of this contract, and may not substitute nonconforming materials. CES reserves the right to declare a breach of contract if the contractor delivers nonconforming materials to any member of CES under this contract.

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

**Delivery:** Delivery is desired to be made within 30 days of receipt of the purchase order. Contractor agrees to notify CES if an order cannot be processed and delivered within the 30-day period. The school placing the order will then have the option of canceling the purchase order. Ownership of goods occurs only upon receipt of delivery in good condition.

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

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

**Discontinued Products:** In the event that a product or model is discontinued by the manufacturer, CES will allow the contractor to substitute a new product or model if the pricing discount is equivalent to the discontinued product or model.

**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 nor 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. CES reserves the right to reject any purchase authorizations it receives from New Mexico schools and agencies without cause.

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

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

**Federal Requirements:** Contractor agrees, when working on any federally assisted projects with more than \$20,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland “Anti-Kickback” Act and the Equal Opportunity Employment requirements of Executive Order 11375. In such projects, the contractor agrees to post wage rates at the work site and submit a copy of their payroll to the CES member for their files. In addition, to comply with the Copeland Act, the contractor must keep records for three (3) years, and allow the federal grantor agency access to these records upon demand. All federally-assisted contracts to CES members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the contractor. In projects that are not federally funded, contractor 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 shall be liable to the other nor deemed in default under this contract, if and to the extent that such party’s performance of this contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to, the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-intervention-acts or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer’s plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

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

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

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

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

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

**Installation:** Equipment that requires professional installation will be installed within two (2) weeks of product delivery, unless CES or the CES member asks that installation be delayed, or an extended installation time is noted in this proposal.

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

proof of coverage under the Workman's Compensation Insurance as required by the Labor Laws and New Mexico Statutes. Offerors will submit a certificate of general liability insurance for the personal injury, occupational disease, sickness or death and property damage. Insurance will include "occurrence" claim provisions. Minimum acceptable coverage is \$1,000,000 combined single limit for bodily injury and property damage or \$500,000 bodily injury and \$250,000 property damage (each occurrence). The offeror will name CES and the member as co-insured up to the limits of the Tort Claims Act. Additional punitive damages liability to \$500,000 will be provided naming CES as co-insured.

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

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

**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 contractor'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 of the contract. Any Offeror using subcontractors must hold a current general contractor's license, as required by law. Copies of licenses will be submitted by the contractor with the response to the RFP. The contractor agrees to keep any required license or bond current, and in compliance with the New Mexico rules and regulations.

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

**Local Education Agency:** The public school districts within the State of New Mexico.

**Local Public Body:** Every political subdivision of the state and the agencies and institutions thereof.

**Maintenance:** Each potential contractor of high technology electrical/mechanical equipment must have maintenance facilities and 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, contractor must include with the proposal details of any such arrangement. Factory certified and trained technicians shall be available to cover all parts of the state. Maintenance service in metropolitan areas of New Mexico should be available within eight (8) hours, service in rural areas within 24 hours, or next day. Any maintenance facility must have sufficient parts inventory to provide quality service on units sold to CES members. On small pieces of equipment, mail-in service may be offered by out-of-state manufacturers, if normal turn-around time is 48 hours.

**Manufacturer's Representative:** Dealers of high technology electrical/mechanical equipment, who, if permitted by the Scope of the Work, submit an offer as a manufacturer's representative, must be able, if asked, to supplement the offer with a letter from the manufacturer certifying that the contractor is a bona fide dealer for the specific equipment presented, that the contractor is authorized to submit an offer on such equipment, and which guarantees that should the dealer 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 dealers for the balance of the contract period. Dealers of software, mechanical devices, electronic goods and other commodities must be able, upon request, to provide the same information from a manufacturer.

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

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

**Most Favored Customer:** Although CES expects Offerors to offer its very best prices to CES members, nothing in this contract established 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 meets the many needs of its member districts. Hence, when an award to one supplier would be impractical or fail to meet the total requirements of comparison or evaluation, multiple awards may be made.

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

**Negotiations:** Where there is not competition that would result in a better contract, negotiation may be conducted until a detail agreement is reached.

**New Technology and Products:** New products announced by the manufacturer may be added to the existing contract. Pricing shall 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 if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES can reject any additions, without cause.

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

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

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

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

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

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

**Offeror Qualifications:** The Offeror must have extensive knowledge and experience with the installation and maintenance of the equipment, service or software offered with at least three (3) years experience.

**Options:** Optional equipment or products can be added to the contract at the time it becomes 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:** When online purchasing is not selected by the member, all orders accepted by the contractor must be issued by CES. CES members will submit signed purchase orders to CES. CES will then issue a 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, unless an online agreement has been approved in writing by CES.

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

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

**Past Performance Information (PPI):** PPI is relevant information regarding a contractor's actions under previously-awarded contracts to schools, local, state, or federal agencies. It includes the contractor's record of conforming to specifications and to standards of good 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 are modified by CES or its members, subject to the last paragraph of this section) infringe a patent or copyright in the United States, 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 which are not reimbursable by the contractor. If any CES member is involved by any party in any way, the same provisions that apply to CES in this paragraph will apply to the member. Contractor's obligation under this section is conditioned on CES' agreement that if the subject of such a claim, CES will permit the contractor, at its expense and option, either to procure the right for CES and its members to continue using the equipment and/or software, or to replace or so modify them with equipment or software which are functionally equivalent so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in contractor's judgment and satisfactory to CES, CES will request its members to return the equipment or software on written request by contractor at contractor's expense.

Contractor agrees to refund CES and/or its members a refund for returned equipment as depreciated unless otherwise mutually agreeable in writing. 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 members' 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 members for the purchase of goods and services within 30 days after the receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. *Any offer that requires payment in less than 45 days shall not be considered.* CES must first receive payment from the schools in order to process payment to the contractor. Any contractor whose business would be in jeopardy due to slow payments is encouraged not to respond. It has been CES' experience that schools always pay, but many are slow in processing payments.

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

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

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

1. The price reduction is available to all members equally;
2. The price reduction is for a specific time period;
3. The original price is not exceeded after the time limit; and
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%) administration fee and while this contract is in effect, prices offered will be at least two percent (2%) below the lowest price offered by the Offeror to New Mexico schools and local/state procurements units for a similar volume. Should a lesser cost be provided to any other client, the preceding and existing work through this contract will be reduced in price to meet that rate. A copy of the current retail manufacturer's price list will be included in the proposal. If the Offeror has a leasing department or a leasing company, the cost of leasing can be included in the proposal. However, CES members reserve the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not contain end-of-rental-term buy out information.

CES members pay an administration fee equal to one percent (1%) of the purchase price of goods and services purchased from CES contracts. Offerors will include the administration fee in all prices in the Discount and Price Schedule. CES will deduct the one percent (1%) administration fee prior to issuing its' purchase order to the contractor.

**Prime Contractor:** For the purpose of this solicitation, a contractor will be considered a prime contractor and not a subcontractor. Any contractor paid directly by the buyer is a prime contractor; a subcontractor is paid by another contractor. Prime contractors using subcontractors are responsible for all actions of their subcontractors.

**Product Discontinuance:** In the event that a product or model is discontinued by the manufacturer, the contractor can 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:** Contracts will be awarded to offerors able to provide its complete product line of equipment, software and services described in the specifications. Offerors with a

published catalog 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 good or service under the following conditions:

1. The member and the contractor agree to the terms of the progress payments prior to issuing a purchase order to CES.
2. The purchase order describes the amounts to be paid and the date of payment.
3. The member has a satisfactory method of verifying progress described in writing a letter to CES or on the purchase order.
4. Payments will be made only after actual goods and/or services are verified/received.
5. Payments will be made in full compliance with members' local board rules and any and all other applicable state rules and regulations.

**Progress Payments for Contractors:** All progress payments must be invoiced through CES. It is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the contractor that the estimate of work is not approved and certified, the member can withhold an amount from the progress payment the member reasonably expects to incur in correcting 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 CES member. 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 shall 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 shall be solely in the District Court in and for the County of Bernalillo, State of New Mexico. The laws of the State of New Mexico will govern this RFP and resulting transactions.

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

**Public Record:** All proposals submitted in response to this invitation will become the property of CES and be a matter of public record available for review, subsequent to the award notification, under the supervision of the Executive Director of CES from 9:00 a.m. to

4:00 p.m., Monday through Friday, at 4216 Balloon Park Road NE, Albuquerque, New Mexico.

**Qualifications:** In order to qualify, an Offeror must be licensed as required by the New Mexico Regulation and Licensing Department. All work under this contract will be done in strict accordance with the most recent edition of any relevant regulation, standard, document or code in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirements will be used.

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

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

**Responsive Proposal:** An offer which conforms in all material respects to the requirements set forth in the Request for Proposals. Material respects of a request for a proposal include, but are not limited to, 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, it 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 10 days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

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

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

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

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

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

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

**Shipping Terms:** Prices that include shipping to any location in the State of New Mexico, delivered to the specific receiving point as identified in the purchase order issued by CES to the contractor, as preferred. Contractor will retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges will be the responsibility of the contractor. All claims for the contractor will file visible or concealed damage. CES, or the receiving agency, will notify the contractor and/or freight company promptly of any damaged goods, and will assist the freight company/contractor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

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

**Site Preparation:** No contractor will begin a project for which the site is not prepared by the member, unless contractor decides to do the preparation work at no cost, or until the member has included the cost of site preparation in a purchase order to CES. Site preparation includes things like moving furniture, 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.

**Suspension or Debarment Status:** If any firm, business, person, or contractor 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, shall 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 member 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 can 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 February 28, 2010, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for Three (3), additional 12-month periods ending on February 28, 2011, February 28, 2012, and February 28, 2013. 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 RFP:** The Request for Proposals (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 can be terminated without penalty or obligation at any time prior to the signing of a contract. CES reserves the right to cancel this RFP at any time and for any reason and to reject any or all proposals.

**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 Offer:** If any Offeror submits a perfunctory offer with no serious intent of being accepted, CES reserves the right to remove the Offeror from its potential contractor's list. If an Offeror wishes to remain on the contractor'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 shall 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.

**Warranty:** Contractor warrants that all equipment, software and services delivered under this contract will conform to the specifications of this contract. All equipment must carry a minimum twelve (12) month manufacturer's warranty that includes parts and labor unless otherwise stated in Categorical Terms and Conditions. The manufacturer has the primary responsibility to honor a manufacturer's warranty. A distributor or dealer must agree to assist the purchaser in reaching a solution regarding a dispute with the manufacturer over a warranty's terms.

**Withdrawal of Offer:** An Offeror can withdraw its proposal, 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 school's fiscal year (June 30<sup>th</sup>). CES must receive all invoices dated for the prior school year by the 10<sup>th</sup> of July. The member can cancel purchase orders not completed by June 25<sup>th</sup>. The member can issue revised purchase orders dated after July 1<sup>st</sup> for any goods not delivered or services not completed by June 25<sup>th</sup>.

## **SECTION II: SCOPE OF WORK & SPECIFICATIONS**

### **A. SCOPE OF WORK:**

1. When you respond, CES is asking you to become a partner in providing quality goods and services to members at competitive prices. Partnership with a contract awarded through competitive bidding saves members both time and money. Time is saved by being able to purchase what is needed without having to wait through the bidding process (write bid, advertise bid, open each response, evaluate and have the board make a selection). Money is saved because each CES partner has already agreed that our members have the lowest prices it will offer to procurement units in the state.
2. Read through the section that concerns you as an Offeror. Next, prepare a rough draft of your offer, fill out the forms necessary, and gather all the advertising slicks you want to send along with your proposal. Finally, print a final offer, write the executive summary, and organize everything into a three-ring binder.

### **B. DUTIES OF THE OFFEROR:**

Once the award is made to the Offeror, the Offeror, as contractor, shall assign a Project Manager to coordinate operational activities with the designated representative of CES and shall make monthly reports as required to CES and its members. It is the responsibility of the contractor to market the products or services to the member.

### **C. DUTIES OF CES:**

The general duties of CES shall include:

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

### **D. SPECIFICATIONS:**

1. CES has provided General Terms and Conditions. In the following part of this section, CES is providing additional Categorical Terms and Conditions that apply. In case of conflict between the General Terms and Conditions and Categorical Terms and Conditions, the latter shall apply. Additional items may be requested in the specific Categorical Terms and Conditions.
2. Each Category contains three areas that will be weighed in accordance with Evaluation Factors. Not providing required items might classify the proposal as non-responsive.

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

Published RFP and legal advertisement	Sunday 12/7/08 and 12/14/08
RFP documents will be available	Monday 12/8/08
Non-Required Pre-Proposal Conference	Tuesday 1/6/09
Written questions submittal deadline	Friday 1/16/2009
RFP proposal due date	Friday 1/23/2009
RFP proposal evaluation	Monday 1/26/2009 to Friday 2/13/2009
Preliminary award notice	Tuesday 2/17/2009
Final award notice	Friday 3/6//2009

**F. PRICE AND COST SUBMITTAL**

1. 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.
2. For goods and services provided under this contract, the cost of these items will be calculated by taking the list/retail price less the CES discount.
3. 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 Members reserve the right to accept or reject any quote or proposal including such items.
4. 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.
5. 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, overhead and profit percentage markup, mileage charge, per diem rate, travel time, labor rates, etc. If an Offeror does not provide a value, marks non-applicable (N/A) or 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 providing a cost will receive points calculated as follows:

(Lowest Bid / Offeror Bid) x point value

In the case of one or more bidders providing an item at no cost, the bidder(s) providing the item at no cost will received full point value. The other bidder(s) who provide a cost, their score will be calculated as follows:

(1- (Offeror Bid/ Highest Offeror Bid) x point value

G. LISTING OF CATEGORIES

Each of the categories may contain any combination of 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

## **Category 1 Janitorial Products, Equipment and Consulting/Training Services**

CES members work to maintain a clean and healthy environment for students and staff. With concerns relating to health hazards, their staff must keep up with the ever changing janitorial products that have been developed to maintain a safe environment. Also, it is a known fact that it is not only the products used, but the sequence of use and the methods in which they are applied that are important. Therefore, it is critical that an ongoing awareness and training program be offered.

### **Categorical Scope of Work**

To support its members' efforts, CES is seeking offerors with experience and the resources to furnish professional training and consulting services, janitorial building maintenance supplies and related equipment. Offeror must be willing to provide "just-in-time" delivery services on large orders of chemicals and consumable maintenance materials. In addition, offeror must agree to provide each member with any hazardous commodity printed safety information sheets that comply with all OSHA, local, state and federal codes and regulations. This literature must be delivered to the member with each shipment of such goods.

If requested by the member, offeror must establish an ongoing product, service/consulting relationship beyond providing products, equipment and/or services. Offeror must be willing to sign an agreement with the member that guarantees the following: 1. A company representative (and a named back-up person) to serve as a liaison between the company, its manufacturers and the member; 2. Technical support training and customer support services at the levels requested by the member; 3. A risk management program designed by the offeror to be approved by the LEA board (if requested); 4. Additional discount on all equipment and supplies. In return for this agreement, the member will agree to purchase all equipment, supplies and services through this offeror's contract.

As can be seen by the scope of work, the level of products and services may vary greatly from providing and delivering products on an as-needed basis to providing and delivering and coordinating products on an annual contract based on a facility per square foot cost. Offerors are encouraged to not only propose products and equipment, but to propose creative, innovative and cost effective solutions.

### **Categorical Definitions**

**CFM** – Cubic feet per minute

**CFR** – Code of Federal Regulations

**CSA** – Consumer Safety Association

**EPA** – Environmental Protection Agency

**HEPA** – High Efficiency Particulate Air Filters

**MSDS** – Material Safety Data Sheet

**OSHA** – Occupational Safety and Health Administration

**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.

**USDA** – United States Department of Agriculture

### **Categorical Terms and Conditions**

1. In its response, the Offeror must demonstrate that it has the experience and products to provide and perform the scope of work as described herein.
2. All janitorial products and equipment proposed under this category must be from nationally recognized manufacturers.
3. The Offeror must propose and provide only products and equipment from authorized manufacturers/providers and coordinate any return and/or replacement of products or equipment that may be necessary.
4. For all equipment provided under this contract, the Offeror must supply both replacement parts and repair services if requested by the member.
5. The Offeror must provide only products, equipment and services that meet or exceed all federal, state, local and/or industry guidelines, regulations, standards and requirements.
6. At the time of sale, transfer or delivery, all products provided will be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 8 (B) of the Toxic Substance Control Act (Public law 94-469).
7. Labeling of Supplies and Chemicals
  - A. All product labels must be in full compliance with labeling of hazardous materials pursuant to OSHA Regulation 1919.1200, Paragraph f, concerning the labeling of all chemical containers.
  - B. The vendor will purchase and issue all chemicals in their original containers.
    - 1). Precautionary warning labels will be affixed to all applicable containers as prescribed by law, regulatory agencies or the member.
    - 2). For products that are purchased in large drums or containers for use in smaller containers, sufficient secondary product labels for each item sold must be provided to the member at no additional cost. Secondary labels must be suitable for applications and use on member’s gallon bottles, 24-oz. spray bottles, or other bottles that are commonly used by custodians. The labels must be resistant to deterioration by contact with water or chemicals. All secondary labels must have the information necessary for full compliance with OSHA Regulation 1919.1200, Paragraph f.
    - 3). All containers of chemicals, without exception, sold under the terms of this category, must have a firmly secured label with instructions for use. On containers over one

gallon in size, a batch sticker must be attached. The manufacturer must keep a sample of each batch on hand for a two-year period.

8. Material Safety Data Sheets (MSDS)
  - A. The vendor will furnish the member's representative(s) copies MSDS for all products used prior to use at any Members facility. The vendor must update copies of the MSDS on an annual basis and when any new products are introduced into any Members facility or added to the contract prior to the product being used.
  - B. The material safety data sheets must be in compliance with OSHA Regulation 1910.1200, Paragraph g.
  - C. Failure of the vendor or its employees to comply with all applicable laws, regulations and rules will permit CES and its member to immediately terminate the vendor's contract without liability.
9. Modifications of product containers and/or packaging under this contract will be permitted only after a review of the current market through trade publications, independent price indexes, and other means. Commercial products often have price increases by changing the size of the container from "giant" size to "economy" size, or by keeping the size of the box the same when the actual content being sold by weight is reduced. All prices offered, when a price adjustment is considered, must be compared to the initial weight or volume of product offered. Changes from metric to English measures must not be made to cloud price changes.
10. Offeror must provide products to any member within those regions specified herein, at the prices offered in its response to this solicitation. In addition to regular sales, if the Offeror proposes alternative delivery systems, it must be willing to sign an agreement with any of the individual members located within the region, to provide the alternative delivery method proposed.
11. The Offeror can propose a dispensing/proportioning system to handle and disperse products. All costs associated with or attached to the proportioning system must be clearly identified and stated as a separate item cost from the product costs.
12. The following products must be approved by Underwriters Laboratories for slip resistance and be so labeled:
  - A. non-buffing type seal-finish water emulsion floor sealer for terrazzo, ceramic tile, concrete, marble and 22% solid surfaces;
  - B. waterborne epoxy wood floor finish;
  - C. dust mop treatment mineral oils;
  - D. detergent, germicidal and quaternary ammonium floor cleaners;
  - E. all purpose cleaners for use on washable, nonporous surfaces;
  - F. all purpose neutral cleaner for surfaces not damaged by water;
  - G. high gloss restorer; water emulsion type floor finish;
  - H. detergent resistant water emulsion type floor finish;
  - I. 100% No. 1 prime carnauba water emulsion type floor wax.
13. The following products must be able to be used without dilution:
  - A. non-buffing type seal-finish water emulsion floor sealer for terrazzo, ceramic tile, concrete, marble and 22% solid surfaces;
  - B. waterborne epoxy wood floor finish;
  - C. dust mop treatment mineral oils;
  - D. detergent resistant water emulsion type floor finish;
  - E. 100% No. 1 prime carnauba water emulsion type floor wax.

14. Floor care products must be supplied in new, factory-sealed containers.
15. The Offeror must be able to obtain from the manufacturer, at no cost to CES Member, and submit infrared spectrum scan, upon request, of nonvolatile matter of the following floor care products with their response:
  - A. non-buffing type seal-finish water emulsion floor sealer for terrazzo, ceramic tile, concrete, marble and 22% solid surfaces;
  - B. one and two-part waterborne epoxy wood floor finish;
  - C. dust mop treatment mineral oils all purpose cleaner (citrus smell preferred);
  - D. all purpose neutral cleaner; high gloss restorer;
  - E. water emulsion type floor finish; detergent resistant water emulsion type floor finish;
  - F. 100% No. 1 prime carnauba water emulsion type floor wax.
16. Manufacturer's products proposed for floor care chemicals will only be accepted from manufacturers who regularly manufacture and maintain substantial stock of those products for distribution to commercial users.
  - A. The Offeror must provide proof that the products offered are indeed for and approved for use in educational institutions, state or other public facilities that house individuals aged one (1) through adult.
  - B. Products must have at least a two-year documented track record.
  - C. Any new chemical product or product that does not have at least a two-year track record must meet the above conditions and standards specified herein and must be approved by CES and its members.
17. If requested, the Offeror must obtain from the manufacturer cleaning/maintenance chemical documentation to certify that the product meets:
  - A. Federal and State Clean Air Requirements;
  - B. Has a lead content below .06%;
  - C. Is stable when stored at room temperature for at least one year;
  - D. Is registered with the proper state and federal agencies, and carries such registration numbers as required by law.
18. As required by CES Members, the Offeror must provide up to three (3) hours of free training on the application and safe use of any floor care products on individual member purchases that are greater than One Thousand Dollars (\$1,000).
19. The following material standards and specifications are provided to establish minimum requirements for products offered and must meet or exceed the following:
  - A. Floor care products for industry use.
    - 1). Non-buffing type seal-finish water emulsion floor sealer for terrazzo, ceramic tile, concrete, marble and 22% solid surfaces will be of one grade and uniform concentration.
    - 2). The nonvolatile matter will be measured between 22 and 23% when tested by ASTM D2834; pH value will range between 8.5 and 9.5 when tested in accordance with ASTM E70.
    - 3). Manufacturer must indicate willingness to submit results of standard tests for slip resistance, durability, dirt retention, general appearance and gloss, upon request.
    - 4). Two-part water-based epoxy floor finish for wood must be compatible over a wide variety of conventional solvent-based epoxies and oil-modified urethanes (provided these coatings are cured, bonded and properly prepared). Product must be dry to the touch within two (2) hours and be tack free within 24 hours. Manufacturer will

- certify that the product offered is resistant to tap water, 10W motor oil, gasoline, isopropyl alcohol, turpentine and Coca Cola.
- 5). One-part clear epoxy surface-type finish for wood gymnasium floors will be of one type and uniform concentration to be used on wood floors, woodwork, doors and other interior wood surfaces. When used, the product must produce a glossy, hard, abrasive and water-resistant finish that readily bonds to suitable substrates without blistering or peeling. The nonvolatile matter will be 38% minimum. The product must be dry to the touch within three (3) hours and be tack-free in 24 hours. Manufacturer must certify that the product offered is resistant to distilled water, 10W motor oil and isopropyl alcohol.
  - 6). Dust mop treatment will be one grade of mineral oil and contain no banned hydrocarbons or other banned chemicals. If retained in the original container, the treatment must not show separation, creaming or gelling for a period of two (2) years when stored at room temperature. The mixture will contain no water or wax, nor shall it discolor white vinyl tile.
  - 7). Detergent, germicidal and quaternary ammonium floor cleaners shall contain synthetic detergents suitable for use on all surfaces normally cleaned with water and have a nice, clean smell. Products offered must not contain any peroxides, mercury, iodine, phenol compounds or materials that will release such compounds when diluted in accordance with instructions. Manufacturer will certify the effectiveness of the bacteriological and germicidal activity against, but not limited to, the following: salmonella, e-coli, staphylococci, other bacteria; virucidal effectiveness against HIV-1 (AIDS virus), herpes simplex and other infectious diseases.
  - 8). Extraction carpet cleaners will be of one grade and uniform concentration and suitable for use in all types of hot water and steam extraction equipment. The nonvolatile content should be between 10 and 12%; the pH value should be between 6.5 and 7.5.
  - 9). Cleaner-degreasers for the removal of industrial oil, grease and wax build-up on floors will be a uniform homogeneous product containing synthetic detergents and biodegradable surfactants, with no abrasives, soaps, glycol ethers, toxic solvents, phosphates or free acids. Evidence of USDA, Category A-1 certification must be supplied.
  - 10). Non-ammoniated, low-foaming remover for detergent resistant, water emulsion floor finishes shall be free from objectionable odor, contains biodegradable surfactants and has no abrasives, soap, butyl cellosolve or other glycol ethers and can be used in either hard or soft water when diluted as to instructions. The product must be able to remove aged heavy buildup of water-based wax, polymer and detergent-resistant floor finishes.
  - 11). Mop-on stripper for detergent-resistant, water emulsion floor finishes shall be free from objectionable odors, contains biodegradable surfactants, and have no abrasives or soap and is suitable for application to the standard grades of vinyl, vinyl composition and mineral floorings. The pH value of the products should range between 11.0 and 12.0.
  - 12). General purpose cleaners shall be suitable for the removal of industrial oil, grease and wax buildup that contains synthetic detergents and biodegradable surfactants, with no

- abrasives, soaps, glycol ethers, toxic solvents, phosphates, or free acids. Products must be for use in automatic scrubbers.
- 13). All purpose cleaner will contain no ammonia, is not corrosive to the skin (pH value between 6.0 and 8.0), and is suitable for use on washable, non-porous floors.
  - 14). All-purpose neutral cleaner will contain no ammonia, is not corrosive to the skin (pH value between 9.0 and 9.5), and is suitable for use on all washable floors.
  - 15). Extra-strength phosphoric acid cleaner shall remove hard water encrustations, rust deposits and oily residue from any acid-resistant surface such as ceramic tile floors and walls, washroom fixtures, drinking fountains, faucets, fittings and shower heads, swimming pools, concrete surfaces and stainless steel. The product will be 16% minimum phosphoric acid and will emit no hydrochloric acid vapors. The product must be low foaming, free rinsing and contain no abrasive matter.
  - 16). Soapless, organic, nontoxic detergents and components in a water base that will cause no bleeding or fading of colors on normal, color-fast carpets. The product must remove oily soil, dry soil, lint, grit, dust, food spills and water-based inks.
  - 17). High gloss water emulsion restorer used in regular and high speed floor machines for use on sealed resilient and hard flooring. The nonvolatile content will be approximately 7.5% when tested by heating for two (2) hours at 105°C following the instructions in ASTM D2834. The pH value of the concentrate will not be less than 6.0 or greater than 9.0. One gallon must be sufficient to cover 10,000 square feet when spray applied. If requested, manufacturer will provide data on slip resistance, durability, dirt retention and general appearance and gloss.
  - 18). Metal interlock will be modified with a urethane lattice water emulsion floor finish for use on all types of resilient floors, terrazzo, masonry, varnished or painted wood surfaces. The nonvolatile content will be approximately 22%; pH value will range between 8.5 and 9.5. If requested, manufacturer must provide data on slip resistance, durability, dirt retention and general appearance and gloss.
  - 19). Water emulsion type detergent resistant floor finish will be for use on asphalt tile, rubber tile, linoleum, vinyl tile, terrazzo, varnished and painted wood and masonry floors. The nonvolatile content will be approximately 16%; pH value will range between 8.5 and 9.5. If requested, manufacturer will provide data on slip resistance, durability, dirt retention and general appearance and gloss.
  - 20). Water emulsion type 100% No. 1 prime carnauba floor wax will be for use on asphalt tile, rubber tile, linoleum, vinyl tile, cork and composition flooring, terrazzo, varnished and painted wood and masonry floors. The nonvolatile content (see text above, except test for four (4) hours) will be approximately 12%; pH value and range between 9.0 and 10.0.
- B. General cleaners for toilets, drains, vehicles, rugs and fabrics, glass, blackboards, ovens and walls, including graffiti removers.
- 1). Hospital type disinfectants and deodorant products such as sprays, pre-measured products, target urinal screens, air fresheners, odor control kits, air purifiers and time-mist dispensers.
  - 2). Insecticides and insect control equipment that kills flying and crawling insects, including flies and roaches, earwigs, grain mites, sow bugs, black widow spiders, centipedes, ants, fleas, wasps and killer bees. All insecticides must be EPA registered; aerosols should be USDA authorized for use around food products.

- Electronic flying insect control units must be OSHA and USDA approved and UL registered. Rodent control commodities, animal/bird repellents, weed killers and hand and compression sprayers may be offered.
- 3). Specialty cleaners and polishes for use in schools, hospitals and public buildings. Vendor may offer such items as electric motor cleaners, air conditioning treatment products, furniture polishes, metal and paneling polish, protective coating sprays, pressure dispensing equipment, proportioners, sweeping compounds and oil absorbents.
- C. A non-toxic and fungicide disinfectant will be for use in schools, cafeterias, athletic facilities and all areas where unfriendly pathogens thrive.
- 1). Must be of a hospital grade disinfectant which can safely be used in school classrooms, medical and nursing offices, hospitals, cafeterias, athletic locker rooms and other public places.
  - 2). The disinfectant must be environmentally friendly (except to pathogens which it must decimate), people friendly and equipment friendly.
  - 3). The disinfectant must be non-corrosive, safe to use on all plastic and metal surfaces and must not affect protective coatings on equipment.
  - 4). It must not fade or discolor equipment or leave water spots.
  - 5). It must not harm Naugahyde, the most common vinyl-coated fabric used to upholster examination tables, chairs and other medical environments.
  - 6). The disinfectant offered must be safe and not irritate the skin or harm the respiratory system of users. It must meet OSHA standards for being non-toxic (29 CFR 1910.1200). Since alcohol-based products often cause “protein denaturing,” which removes the fatty oils from the skin of users, the disinfectant offered must have inert ingredients that have a moistening, softening effect on normal skin.
  - 7). The disinfectant must be environmentally friendly and hospital grade containing no glutaraldehyde, phenols, chlorine, ammonia, iodophor or quaternary compounds which can linger in the environment.
    - a). The product must not discolor or harm uniforms or clothes.
    - b). It must be registered with the EPA and have a current EPA registration number.
  - 8). The disinfectant offered must be authorized by the USDA Food Safety and Inspection Service for use in all establishments operating under the federal meat, poultry, shell egg grading and egg products inspection programs.
  - 9). The product must be delivered full strength and require no dilution or mixing prior to use. Shelf life must exceed one (1) year. Product should be supplied in gallon containers, spray bottles and in towelette form.
  - 10). The disinfectant offered must be identified on a Material Safety Data Sheet as a stable and safe product. The disinfectant, if ingested in a large amount, should not cause death, but only stomach cramps, pain, nausea, vomiting and diarrhea. If spilled on a surface or eye contact, the disinfectant can be removed by flushing with water.
  - 11). Disinfectant’s performance specifications (please provide product’s performance to each item in detail).
    - a). The disinfectant offered must kill pathogens in 10 minutes or less.
    - b). The disinfectant offered must kill Mycobacterium Tuberculosis in five (5) minutes or less.
    - c). The disinfectant offered must kill the HIV virus in 60 seconds or less.

- d). The disinfectant offered must kill the Polio Virus Type 1, Herpes Simplex Type 1, Trichophyton Mentagrophytes, Pseudomonas Aeruginosa, Staphylococcus Aureus, and Salmonella Choleraesuis.
  - e). The disinfectant offered must be classified as a tuberculocide, virucide, bactericide and fungicide non-toxic disinfectant.
  - f). The disinfectant offered must be able to disinfect contaminated hard inanimate surfaces or objects without pre-cleaning. The product may be applied with mop, sponge or mechanical sprayer to thoroughly wet the surface. The product must stay wet for at least 10 minutes to control tuberculosis bacteria.
20. Mopping equipment and supplies may include, but are not limited to:
- A. Wet mops, sponge mops, floor squeegees and water brooms.
  - B. Mopping tanks, mop presses, wringers, mop trucks, mop buckets, water pails, mop heads, mop handles, mop and broom holders, wet floor signs and window washing equipment.
21. Paper supplies and equipment may include, but are not limited to:
- A. Towels, facial tissue and dispensers;
  - B. Napkins and dispensers;
  - C. Table covers, placemats and tray covers;
  - D. Toilet tissue, seat covers and dispensers;
  - E. Cups for hot and cold drinks, plates and eating utensils;
  - F. Coffee equipment;
  - G. Sanitary napkin supplies and dispensers.
22. Waste receptacles and trash containers may include, but are not limited to:
- A. Dust and pick-up equipment;
  - B. Waste containers and garbage cans;
  - C. Permanent and disposable waste and garbage can liners.
23. Miscellaneous items may include, but are not limited to:
- A. Floor and chair mats;
  - B. Gloves of all types and aprons;
  - C. Hoses and ladders;
  - D. Linen carts, janitor carts, trash carts and hand trucks;
  - E. First aid supplies and safety equipment;
  - F. Incandescent, halogen, fluorescent bulbs and tubes;
  - G. Shipping room supplies;
  - H. Signage for restrooms and safety;
  - I. Mirrors and restroom partitions.
24. Offeror is encouraged to offer a variety of product training and other custodial-related services agreements. It is understood that level and type of services may vary greatly depending on the size and the complexity of the member's facilities. Therefore, the Offeror must clearly identify and describe the various levels of training and services it is proposing to provide, and disclose all costs associated for providing the services. Training programs may include, but are not limited to:
- A. Custodial staff's health, welfare and safety relating to storing, working with and the application of janitorial products.
  - B. The proper methods and procedures of evaluating, cleaning and maintaining the various areas of a facility.

- C. The proper care, operation and maintenance of janitorial equipment used in day-to-day facility maintenance.
  - D. Developing a working knowledge and understanding of product chemical makeup, purpose and environmental effects.
  - E. Optimization and controlling product consumptions while maintaining a high level of customer satisfaction of facility occupants.
25. In the last few years, some members have considered and some have adopted programs offered by vendors to assist the staff in the management of janitorial product storage, disbursement and utilization as a means to control costs, improve the productivity of custodial staff and the conditions of their facilities. Such programs offered under this category will require an agreement between the Offeror and the member that clearly identifies the following minimum requirements:
- A. The Vendor's requirements and responsibilities.
    - 1). Assessing, evaluating and preparing a proposal that is complete and detailed in the scope of work to be performed, the expected outcomes and any/all associated costs to implement and complete the proposed scope of work.
    - 2). The type, kind and quantities of products to be provided.
    - 3). The type and level of training, support and other services to be provided by the vendor's staff.
    - 4). The methods and procedures to be used to determine and communicate the level of the vendor's performance and to resolve concerns and problems.
    - 5). Establish and set timelines to meet the member's needs.
  - B. The Member's requirements and responsibilities.
    - 1). Provide information that will allow the vendor to identify and understand the scope of work being requested by the member.
    - 2). Review and develop an acceptable agreement with the vendor.
    - 3). Provide the required staffing, coordination and supervision as defined within the accepted agreement.
    - 4). Assess, evaluate and communicate issues, concerns and acceptance of the vendor's progress and performance as defined in the accepted agreement.
    - 5). Make payments to the vendor as defined in the accepted agreement.
  - C. Services provided may include, but are not limited to:
    - 1). The vendor's representative will assist the member in the preparation of all purchase orders to CES to guarantee that the prices are accurate and the product is what is needed and prescribed in the accepted agreement. The representative will insure that all products and services as invoiced to CES have been delivered, thus permitting the member to pay CES' invoice in a timely manner.
    - 2). Assisting in or providing equipment maintenance and repair services. If the vendor provides maintenance or repair services, it will assist the member in tracking all equipment maintenance and repair information, the number of repairs and status of repairs, type of maintenance, and frequency of maintenance.
    - 3). The vendor will guarantee that repaired equipment will be returned to the member within five (5) working days. Since repairs will be made faster than the processing time for the necessary paperwork (purchase order to CES from the member; CES' purchase order to vendor; vendor invoice to CES; CES' invoice to member; payment to CES; CES payment to vendor), CES, Member and the Vendor must agree on a

- process so repairs can be initiated and tracked in the most timely and cost effective manner.
- 4). Training and consulting services for member's management team and janitorial staff in areas defined in the accepted agreement can include, but not be limited too:
    - a). The vendor will provide the number of days of training/consulting as prescribed in the agreement.
    - b). The training and consulting may include, but is not limited to:
      - i). training member's personnel on the following and similar topics: EPA, OSHA, and USDA rules and regulations;
      - ii). HAZMAT rules and risk reduction programs;
      - iii). Proper use of USDA registered chemicals; blood borne pathogens control; floor care product use.
      - iv). All seminar topics offered must be clearly identified and tentatively scheduled at time of agreement.
  - 5). A risk management program may be designed by the vendor and, if required, approved by Member's governing board to include, but not limited to:
    - a). The vendor's representative will provide each building site (garage, warehouse and maintenance shops) a loose-leaf book that contains all Material Safety Data Sheets to comply with OSHA guidelines.
    - b). The vendor will guarantee in the agreement, that copies of MSDS for all materials purchased will be provided for each site within 10 days of the order being placed or prior to delivery.
    - c). The vendor's representative will assure that the MSDS' are kept up-to-date at user sites.
    - d). The Member will have the right to approve or deny any product brought onto Member's site.
- D. The vendor must clearly identify and state in the agreement any additional discount allowed on equipment and supplies purchased under the accepted agreement.
- 1). The member will agree to purchase all equipment and supplies through this agreement. (Any exceptions must be listed.)
  - 2). The agreement should include an estimated cost for goods and services to be purchased during the year.
  - 3). All invoices for supplies and equipment will be stated at the regular CES price, with a discount off the total price on the invoice.
  - 4). The discount rate can be established on the estimated purchase volume between the member and the vendor. However, once a discount rate is determined, the rate can only be changed by mutual consent, with CES being informed of any change with letters from both parties.
- E. All product and/or service agreements provided and made between the member and the vendor:
- 1). Must be based on the fiscal year (July 1st through June 30th).
  - 2). Not exceed the maximum contract renewals as identified in this solicitation.
  - 3). The agreement between the member and the vendor must contain language that will hold CES harmless for disputes between the member and the vendor.
- F. All product and/or service agreements provided must contain a provision that will allow the member to cancel the agreement, without cause, at any time. If a member cancels, no

discounts will be allowed after the date of notification of cancellation. The vendor can cancel any agreement at the renewal time, without cause.

26. The offeror is encouraged to propose a complete line of equipment, with a variety of levels and types of equipment that will meet the needs of members to remove, clean, apply janitorial products and/or perform custodial services for upkeep and to maintain educational facilities. The following are provided as sample equipment specifications of the equipment being requested. All equipment proposed under this category must be of industrial grade and meet or exceed industry standards.

A. Floor Care Machines – Portable Vacuum Cleaner for Dry Pickup – Will be same or equal to NSS® Model M-1.

1). Motor

- a). Motor Single Stage bypass-cooled by fan.
- b). Fan – 8” cast aluminum;
- c). Voltage – 120V, 60 Hz;
- d). Horse power – 1.5;
- e). RFP – 10,000 average;
- f). Amps – 12;
- g). Average motor life – 12,000 hours.

2). Suction Fan – Cast-aluminum fan will be attached directly on the motor shaft. Fan will be 8” in diameter and dynamically balanced for increased motor life.

3). Safety Trap – Cast-aluminum fan will be in front of the suction fan to trap heavy particles to protect the fan and must be emptied easily.

4). Filtration

- a). External
- b). Type - Universal
- c). Capacity – 48 quart
- d). Filter area – 1200 sq in
- e). Universal Black Filter Bag - It will be made of cloth and be a top-filling type. The filter will have a capacity of 1.5 bushels.
- f). If specifying a disposable paper filter – The filter will be inserted in and covered by a cloth bag that zips closed.
- g). Optional filter bags:
  - i). Blue cotton top-fill bag.
  - ii). Blue denim bag (filters particles down to five (5) microns).
  - iii). Zipper filter bag (for use with disposable paper filters only) – combination paper bag inside cloth zipper bag filters particles down to two (2) microns.

5). CFM

- a). 0.75" Orifice: 40.8
- b). 1" Orifice: 66.3
- c). 1.25 " Orifice: 93
- d). 1.5" Orifice: 117
- e). 2" Orifice: 146

6). Waterlift

- a). 0.75" Orifice: 28"
- b). 1" Orifice: 24"
- c). 1.25 " Orifice: 19.5"

- d). 1.5" Orifice: 15"
- e). 2" Orifice: 7.5"
- 7). Cord – 35” in length, safety yellow and of the 16-3 ST type.
- 8). Construction
  - a). Cast aluminum
  - b). 2 ball bearing, 3" swivel casters
  - c). 2 rear-mounted, 6" fixed wheels
  - d). The handle will be 32” high.
- 9). Sound Level – Machine will have a sound level of 70 decibels or less at operator position.
- 10). U.L./C.S.A. Listing – Machine will be U.L. and C.S.A. listed and approved.
- 11). Performance – Ratings must be taken in accordance with Floor and Vacuum Machinery Manufacturers’ Standards No. 1.
- 12). Attachments
  - a). The hose will be wire reinforced, preferably 1-5/8” ID to allow high CFM to move more and larger materials through hose.
  - b). The tube two-bend handle will be anodized aluminum with a brass lock. All floor attachments that connect to tube handles will have brass swivels and brass locking collars.
  - c). A bumper will be required to prevent furniture damage.
- 13). Warranty
  - a). A minimum three (3) year limited warranty against defects in material and workmanship.
  - b). A minimum five (5) year warranty will apply to the cast-aluminum body.
  - c). A minimum three (3) year warranty on accessories.
- B. Floor Care Machines – Carpet Extractor – Machine will be a self-contained carpet extractor, equal to NSS Stallion 8SC, with a pump to dispense cleaning solution. Machine will have a motor-powered brush, with a vacuum motor and nozzle to recover the cleaning solution.
  - 1). Capacity - The solution tank and the recover tank will each be eight (8) gallons, made of rotocast/polyethylene.
  - 2). Solution Pump – 100 psi bypass, diaphragm type, sealed for protection against water damage and 115 watts (115 volts)-126.5 watts (230 volts).
  - 3). Spray Jets – There shall be three (3) stainless snap-in/snap-out type spray jets.
  - 4). Vacuum Motor – Three (3) stage tangential exhaust motor, 115 to 120 volts with option of 220 to 240 volts, and 1.88 HP (1400 watts), and close water lift of 117”.
  - 5). Current –12.0 amps at 120 volts or 6.2 amps at 240 volts.
  - 6). Brush Motor – Permanent magnet type with either 110 to 120 volt or 220 to 240 volt, .125 HP and 1200 RPM.
  - 7). Construction –
    - a). Tanks are rotocast polyethylene, and
    - b). Frame is powder-coated steel.
  - 8). Suction Head – 16” corrosive-resistant cast aluminum.
  - 9). Brush Housing Assembly – Steel frame, powder-coated, vacuum-formed cover, including:

- a). Brush – 14-3/4” nylon bristle, ABS core, with ‘V’ design fill pattern design with 900 rpm poly ‘V’ belt
- 10). Brush Bearings – Sealed with string guard.
- 11). Wheels – Two (2) 10” in diameter with non-marking gray rubber tread.
- 12). Sound Level – 77 decibels or less at operator position.
- 13). Cord – 14-3 SJT, safety yellow, twist lock detachable plug, 50’ in length.
- 14). Accessory Valve – Quick-couple type, automatically activated by trigger on wand or upholstery tool.
- 15). Vacuum Motor Protection – Built-in float shut-off mechanism to keep water out of the vacuum motor/fans.
- 16). Maintenance Access – Tank housing will tip forward simply by removing two (2) screws from rear of machine.
- 17). Warranty
  - a). A minimum three (3) year limited warranty against defects in material and workmanship;
  - b). A minimum five (5) year warranty will apply to the polyethylene parts.
- C. Floor Care Machines – Automatic Floor Scrubber – Battery-powered, 24 volt, will be same or equal to the NSS Wrangler 20B.
  - 1). Scrubbing Path – 20” ;
  - 2). Squeegee Path – 32” swing type;
  - 3). Vacuum Motor – Three-stage, bypass-type, with tangential discharge, 24 volts, 3/4 HP.
  - 4). Closed Water Lift – Machine will have a closed water lift at 56”;
  - 5). Brush Drive Motor – Permanent magnet gear motor type, 24 volts, 3/4 HP.
  - 6). Drive – Self-propelling through the brush/pad.
  - 7). Solution Control – Manual at the handle bar through rigid actuators, adjustable flow, and a forged brass valve with Celcon rotor, and an “O” ring seal.
  - 8). Tank Capacities – 14 gallon solution tank and 14 gallon recovery tank;
  - 9). Construction - Rotocast polyethylene body, mounted on steel frame
  - 10). Wheels – Two (2) 8” diameter ball-bearing type wheels with a grooved urethane tread.
  - 11). Caster – 4” diameter caster x 2” ball bearing swivel type with a grooved urethane tread;
  - 12). Batteries
    - a). If specifying two (2) battery model – 145 amp hours (2 - 12V. deep-cycle type batteries) for up to 3 hours of run time. The wiring harness will be an in-series type.
    - b). If specifying four (4) battery model – 220 amp hours (4 - 6V. deep-cycle type batteries) for up to 4.4 hours of run time. The wiring harness will be a parallel in-series type.
  - 13). Pad Driver – Will be 18” in diameter, structural foam with a threaded pad holding cup.
  - 14). Brushes
    - a). Brush Pad Speed – 200 RPM
    - b). Brush Pressure – Floating 60 lbs and Lock-Down 80 lbs

- 15). Included Attachments – Two-piece wand, a 7’ hose, hose connector, 17” squeegee tool.
  - 16). Squeegee – 32” wide, swing from side-to-side, 2-piece cartridge, with a molded urethane serrated blade. It shall recover in forward and reverse and break away upon impact with an obstacle.
  - 17). Warranty – Three (3) years limited against defects in material and workmanship, and five (5) year warranty on the polyethylene parts.
- D. Floor Care Machines – Internal filter industrial wet and dry vacuum cleaner will be same or equal the NSS Colt 1450 P FMS.
- 1). Motor – 1.23 HP, 110-120V, 2-stage bypass type or optional with a 1.23 HP, 220-240V, 2-stage bypass type; available, easily accessible by removing four (4) screws from the outer cover.
  - 2). Current/Working Load - 6.2 amps @ 115V or 3.1 amps @ 230V.
  - 3). CFM
    - a). Closed: 0
    - b). 0.75" Orifice: 48.3
    - c). 1" Orifice: 68.4
    - d). 1.25 " Orifice: 80.3
    - e). 1.5" Orifice: 87.8
    - f). 2" Orifice: 92.0
  - 4). Water lift
    - a). Closed: 84”
    - b). 0.75" Orifice: 39.5"
    - c). 1" Orifice: 25.5"
    - d). 1.25 " Orifice: 14.8"
    - e). 1.5" Orifice: 8.5"
    - f). 2" Orifice: 2.9"
  - 5). Front-Mounted Squeegee – 27” in length, two-piece cartridge, with a molded urethane serrated blade, and will recover in forward and reverse
  - 6). Recovery Tank Capacity – 14.5 gal wet and 1.7 bu dry
  - 7). Tank Size and Dimensions – 24 gal and 16.8 “ x 21 “
  - 8). Tank Construction - Rotocast Polyethylene
  - 9). Power Head – The cover, motor stand will be impervious to corrosion and denting. A float shut off will be built in to the power head to protect the motor fans.
  - 10). Filter – Internal removable-type, 625 square inch in surface area.
  - 11). Cord – 18-3 SJT cord, 35’ long, safety yellow.
  - 12). Mounting – Two (2) 10” diameter wheels and two (2) swivel type casters at the front. Machine mounted on one (1) piece, tip/dispose base and handle so that container can be tipped and wet waste emptied into a toilet.
  - 13). Performance – Ratings must be taken in accordance with Floor and Vacuum Machinery Manufacturer’s Standard No. 11.
  - 14). Sound decibel level must be 62 or less at operator position, 10’ from machine.
  - 15). Warranty – Three (3) years limited against defects in material and workmanship, and five (5) year warranty on the polyethylene tank.

## **Required Categorical Responses**

1. Through written narrative, the Offeror must demonstrate its ability to understand the scope of work as described herein. Offeror must develop a complete and comprehensive solicitation to meet members' needs. Offeror must deliver high quality and cost effective supplies, materials and equipment. Offeror must have the human and physical resources to provide the products and perform the sales support, consulting, training and other services that it proposes. Such documentation may include, but is not limited to, brochures, program descriptions and literature, performance and product standards established by the firm to ensure quality and satisfaction, manufacturer's support programs available, staff resumes indicating qualifications and certifications to perform the services offered, etc. Place behind Tab 5.
2. The Offeror must demonstrate that it can provide the products, equipment and services proposed. List three (3) small, medium and large educational institutions or public agencies' names, and contact person's name, telephone number and title for which you have provided products, equipment or services. Give a brief description of the types, kinds and level of products, equipment or services provided. Please cover all areas proposed in your response. Place behind Tab 5.
3. The Offeror must describe, in writing, its available training programs and identify the following: 1. the number of trainers available in New Mexico; 2. the contents of any training offered (curriculum); 3. a list of three public agencies where such training has occurred and has improved and/or made a difference in the knowledge and productivity of the agency's custodial staff. Provide contact names and phone numbers (for verification purposes only). Place behind Tab 5.

## **Categorical Price and Cost Submittal**

1. The Offeror must provide a complete listing of all products and services that it is proposing to offer under this category. All prices submitted must be separated by supplies, materials, equipment reimbursables and labor as separate line items, unless the item/service being priced is a per unit cost, which includes labor, equipment and materials.
2. Offeror must base material and equipment prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, the Offeror must establish and provide a process for determining the retail cost so that the CES discount can be applied.
3. For labor costs not covered by other methods, Offeror must provide hourly rates.
4. Price sheets, catalogs and other pricing forms must clearly identify and describe the supplies, materials, and equipment, its unit of measure offered and its stated price. The response documents must indicate the CES discount off the price sheet, catalog, etc.
5. When providing rental equipment costs, indicate an hourly, daily and weekly rate.
6. All pricing information must be placed behind Tab 6 of the Offeror's response.

## **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.

### **1. General Cost Items**

- A. Travel Time – This represents any cost associated with employees and/or subcontractors providing training and/or consulting services traveling to and from the member’s site from their home location. Offerors are 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 fifty percent (50%).
- B. Per Diem – This represents the costs associated with housing and meals for individuals who have to stay overnight while working on a project. Offerors are to indicate the daily rate to be charged per man. Note: This does not cover transportation costs.
- C. Mileage Rate – This represents the per mile cost to the customer when a company’s trainer or consultant is reimbursed for traveling to and from the member’s site. Offerors are to indicate per mile charge, that is Forty-Five Cents (\$.45) per mile.
- D. 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 method they intend to utilize to obtain the retail cost on which the CES discount can be taken to achieve CES price.
- E. Discounts Provided on Price List and Catalogs – This represents the average discount provided by the Offeror on stated prices.
- F. Labor Rates – Hourly, daily or weekly rates for individual(s) who may perform training or consulting services on an as-needed basis specializing in facility custodial and maintenance products and services.

## **Category 2**

## **Temporary Employment and Recruitment Services**

With the increased requirements placed on New Mexico public educational institutions and governmental bodies and agencies to provide adequate and qualified substitutes and temporary staffing in the various support areas when regular staff is out on leave for medical reasons, personal leave, professional leave, staff development activities, testing, jury duty or staff vacations, recently the New Mexico Public Department of Education (NMPED), as part of their response to the federal “No Child Left Behind” act, established new requirements and guidelines relating to utilization of substitutes in the instructional environment. This has put an additional burden on members in securing a qualified substitute pool from which to draw. Likewise, within various areas of the state, substitutes may offer their services to more than one educational institution which may include public school districts and charter schools. Because of this, it is more difficult and a greater challenge for institutions involved to maintain the documentation and records, to ensure proper communication and coordination of these substitutes as they offer services within the local areas, and to provide ongoing and consistent training and supervision services to these individuals as required by NMPED. CES Members and participating entities requested of CES to solicit private providers who could assist in meeting their ongoing needs for qualified substitutes and temporary staffing in the instructional, administration, facilities and maintenance areas of their organizations.

### **Categorical Scope of Work**

Instead of members and participating entities preparing separate RFP’s for these services, they have requested that CES seek an Offeror to recruit, employ and provide qualified substitutes and temporary staffing to include, but not be limited to, the following support areas:

1. Direct Instruction (Teacher, Librarian and Instructional Assistant Substitutes)
2. Student Transportation (Bus Drivers, Bus Aids and Mechanics)
3. Office and Clerical Substitutes (Accounts, Accounting Tech, Customer Service, Data Entry, Department Managers, etc.)
4. Nursing Services
5. Food Service (Cooks and Serving Staff)
6. Maintenance and Support Services (Mechanical, Plumbers, Electricians, Carpenters, Custodians, etc.)
7. Truck Drivers and Equipment Operators
8. Other Labor (set up and tear down for special events and activities)

The Offeror must perform and complete all of the tasks required to establish and maintain a pool of experienced, certified/licensed (if required) and qualified personnel to perform those services described and requested in this category. Possible services offered may include, but are not limited to, temporary staffing, temp-to-hire and recruitment services. This proposal is issued for an indefinite quantity of substitutes and temporary staffing personnel; the hours to be requested are unknown and will vary depending on the Members’ needs. This is a Request for Proposal and, therefore, the Offeror is encouraged to be innovative and creative in developing its proposal

to provide requested services for the most cost effective method for the benefit of CES and its Members.

Offeror is not required to submit a proposal to provide services in all areas listed above. CES reserves the right to accept, reject or make a limited award to any Offeror, if doing so is determined to be in the best interest of CES and its members.

### **Categorical Definitions**

**Employee Screening** – Screening may include, but is not limited to, background checks, fingerprinting checks, drug testing, educational background, work references, etc. Upon request, written confirmation must be made available.

**Entry Level Staff** – Is defined as an individual with minimum qualifications and who has limited documented experience in providing services in an assigned area.

**Journeyman Level Staff** – Is defined as a qualified individual who has documented experience in providing services in the designated area for a period of three (3) or more years.

**Licensed/Certified Staff** – Is defined as an individual who has successfully completed all course work, training, and tests and has submitted their credentials to the governing agency and has received a license or certificate that authorizes them to perform a particular type of service.

**NMPED** – New Mexico Public Education Department

**Overtime** – Hours worked over forty (40) hours during a seven (7) day period of time as defined by the employer.

**Senior Level Staff** – Is defined as a qualified individual with education and training beyond the minimum requirement, has documented experience, which may include supervisory, in the designated area for a period of eight (8) or more years.

### **Categorical Terms and Conditions**

The categorical terms, conditions and specifications provided below are in addition to the general terms and conditions stated herein. Please review and sign the Acceptance of Categorical Terms and Conditions and place behind Tab 5.

1. The Offeror must demonstrate in its response its background, knowledge, expertise and capacity to perform under the requirements of this category.
2. The Offeror must demonstrate that it possesses both the financial and human resources to perform the services offered under this solicitation.

3. If CES should award multiple vendors under this category, awarded vendors will not solicit employees of other awarded vendors that are performing and fulfilling obligations under this RFP. Such solicitations may result in cancellation of the vendor's contract.
4. The Offeror will not solicit employees who have previously provided the member with the services offered during the current school year unless written approval has been obtained from CES. Such solicitations may result in cancellation of the vendor's CES contract.
5. If the Offeror requires the member to sign a contract or agreement in addition to the CES contract, the CES terms and conditions will prevail. A sample of any additional contract or agreement must be included in the Offeror's response. Place behind Tab 5.
6. The Offeror will be responsible for:
  - A. The educational, training and experience requirements established by the NMPED, local jurisdictions and the member for whom the services are to be provided.
  - B. All federal, state and local employment laws, rules, regulations and requirements.
  - C. Background check and fingerprinting policies, procedures and requirements.
  - D. Certification/licensure procedures and requirements.
7. The Offeror will be responsible for all permits, licenses, fees, charges or taxes required to lawfully conduct its business. The Offeror will be fully informed and in compliance with all ordinances, regulations, and state and federal statutes pertaining to the provision of services under this CES solicitation.
8. In addition to the insurance specified in the General Terms and Conditions, the Offeror must have professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and/or each wrongful act and/or each loss and an unimpaired aggregate limit of one million dollars (\$1,000,000). Retroactive liability date (if applicable to claims-made coverage) will be the same as the effective date of the CES contract. The policy will cover professional misconduct or lack of ordinary skills for positions defined in this category. A certificate of insurance must be provided to CES. The Offeror must add position-specific coverage to the professional liability insurance whenever required to ensure proper protection for CES and its members.
9. All personnel must be employees of the vendor at the time services are provided.
10. The vendor will provide only employees who are fully qualified to perform the scope of services for the assignment.
11. Prior to offering any services, vendor will conduct a comprehensive interview with member staff and will review the member's site conditions/work environment, scope of work to be performed, member's expectations, etc. Prior to beginning any project, the vendor must fully inform the member of all procedures and requirements.
12. If requested by the member, the Offeror will provide the member with a pool of employees in which they can review qualifications and conduct an interview prior to placement.
13. With proper notification, the member can request that the Offeror remove and/or replace an employee who is unacceptable. The Offeror will waive charges to the member for services provided by an unacceptable employee if proper notice is given, four (4) hours from the start of them providing services.
14. Members pay different hourly rates for the same position (teacher sub) based on local supply, demand and school board adopted schedules. Likewise, there are different rates for the various positions (teacher sub versus instructional assistant sub) based on scope of work and qualifications. The other variable that governs hourly rates is the federal, state and local minimum wage rates which may differ in the state. The Offeror must establish and propose

hourly rates that take these variables into consideration by developing a methodology for establishing the wages. Such methodology should be clearly identified and stated in the cost section of Offeror's response.

15. The Offeror will only invoice for services requested and authorized by the member and actually provided by the Offeror's employees. If the Offeror feels it necessary to establish a fee/charge for improper notification or cancellation of services without notice, such fees/charges along with all terms, conditions and/or stipulations must be clearly identified in the cost section of its response and communicated to the member prior to starting services.
16. The Offeror will ensure that its employees are properly briefed and understand all dress codes and specific instructions pertaining to conduct and building/location policies, procedures and regulations provided by the member.
17. The Offeror must provide CES and its' members with reports and documentation detailing and summarizing the types, levels and amount of services provided on behalf of member's employees by job classification, building, district and a summary report for CES.
18. Under no conditions shall CES or its members be held responsible for handling any tax obligation including, but not limited to, Federal Income Tax Withholding, FICA, State Income Tax Withholding, Unemployment Tax, Workers Compensation, etc. Temporary employees employed under any contract resulting from this RFP are not entitled to payment for Member holidays.
19. The hourly rate for minimum wage positions may be increased if there is an increase in the federal or state minimum wage. The amount of the increase is limited to the amount that is required to bring the billing rate up to the mandated minimum wage rate plus mandatory federal and state taxes.
20. If the federal or state employment taxes change, the contractor can increase or decrease the billed rate based upon increase or decrease as a result in the change in tax rate. The contractor in no event will be able to increase the base hourly rate before taxes.
21. Personnel provided by the vendor will not be entitled to participate in any plans, benefits and programs offered by CES or its members.
22. Member shall pay no penalty or fee if member hires a contractor employee through competitive selection in a department other than the assigned department.
23. Contracted employees shall be covered by contractor's workers' compensation insurance.

### **Categorical Specifications**

1. The types of services proposed by the Offeror may include, but are not limited to, the following job classifications:
  - a. Teacher
  - b. Instructional Assistant
  - c. Special Education Assistant
  - d. Library
  - e. Duty or Playground Aid
  - f. Bus and Truck Driver
  - g. Equipment Operators
  - h. Administrative Staff
  - i. Bus Aid
  - j. School Secretary/Clerical
  - k. Custodial/Maintenance
  - l. Food Service Cook
  - m. Kitchen Helper and Serving Staff
  - n. School Nurse
  - o. Office and Clerical Staff
  - p. Professional Staff

2. Job classifications/positions may be added during the contact period as members identify particular needs and upon mutual written agreement between CES and the vendor.
3. The vendor must clearly define and establish policies, procedures and forms relating to tracking, processing and invoicing for services requested and provided.
4. The vendor will be responsible for the reimbursement of any CES member for any improper charges, which includes, but is not limited to, falsifying time or unauthorized use of phones for long-distance calls, improper rate charges, and misuse of member equipment and/or facilities by vendor's employees, which are discovered and reported within one year of payment by CES or up to one year after the contract ends.
5. Reports, lesson plans, drawings, charts or instructional materials produced by person providing the services during and as part of preparing for and rendering the services provided under this category become the sole property of the member for which the services are provided. The vendor will not release such work product and/or information obtained or produced unless written permission has been requested and received from the member involved in the services provided.
6. The vendor will ensure that the employee has been properly screened and prepared for the scope of work being requested. The vendor will be solely responsible for all costs associated with screening and preparing the employee for the project.
7. All services provided and invoiced under this category will be performed on the member's property unless mutually agreed upon by both parties and such agreement is documented in writing.
8. The vendor's employee, while on members' property and performing the work requested, will be under the direct supervision of the members' designated representative(s). In the event that the vendor's employee fails to adhere to and/or follow the members' instructions/directions or demonstrates that they are unqualified, unwilling and/or unable to perform the duties as established with the defined scope of work, the member will immediately notify the vendor and the employee will be removed and replaced. Generally, replacement employees should be on the job site as soon as possible and no longer than two (2) working days from the time of the removal of the unacceptable employee.
9. Vendor's employees must demonstrate good grooming and dress and adhere to the CES Members dress code for the work site and the type of work to be performed. If it is determined that the service provider's grooming or dress is inappropriate, the member will contact the vendor and the vendor will immediately respond to the situation.
10. Upon request of a member and after reviewing the job site and the scope of work, the vendor will prepare a project/cost proposal stating a detailed description of the scope of work to be performed, the time elements as they apply and all associated costs.
11. When requested by the member, the vendor will provide resumes of potential temporary employees from which the member will select. The resumes must be made available in a timely manner.
12. If the vendor is to provide materials, transportation and/or equipment, these items must be clearly stated and priced in the vendor's proposal and can only be provided if approved by the member.
13. The vendor is to respond in one business day to any Member for which they are not currently providing services. In the case of a vendor currently providing services to a Member, the response will occur within two working hours. Response is defined as a returned phone call.

14. Once the vendor has assigned or committed an employee to an individual project assignment and for a stipulated time frame, it cannot assign the same employee to another job assignment unless this action has been approved in advanced by the using member.
15. Temp-to-Hire
  - A. If the vendor provides temp-to-hire employees, it must clearly state all of the terms, conditions and costs associated with offering such to the member. The vendor's project/cost proposal must clearly state details and associated costs as agreed upon by the parties.
  - B. Vendor's proposal will include, but is not limited to, providing a recruiting plan, the methodology and processes to be used, the activities to be performed, the milestones and objectives and the anticipated costs to be incurred.
  - C. Services offered may include, but are not limited to, advertising, recruiting, screening and interviewing potential candidates on behalf of the member and, if appropriate, allowing the chosen candidate to work a trial period before the member hires them as an employee.
  - D. Members using temp-to-hire services will not be under any obligation to select or hire any of the candidates offered and will only incur those costs as defined in the vendor's project proposal.
16. Overtime
  - A. The vendor, with Members prior approval, will be allowed to bill overtime after 40 hours of regular time during a 7-day period. The Member and vendor will agree upon the start and ending of the work day and week. All overtime provided under this category must be approved in writing in advance by the member and must comply with all federal and state wage and labor laws.
  - B. Overtime hourly rates billed must not exceed one and one-half times the regular rate charged for that employee.
17. Screening
  - A. For office and clerical employees, the vendor shall have completed the required screening activities and have tested the individual to determine their knowledge and skills with working and using standard commercial business software packages that are relevant to their area of expertise. The clerical skills analysis shall include, but is not limited to, proofreading, keyboard ability, filing, communication skills, an opportunity to demonstrate their ability to identify overall skill set and ability to perform the various tasks required to be successful.
  - B. For food employees, the vendor shall have completed the required screening activities and have conducted an appropriate evaluation that consists of five sections that measure the provider's ability to: identify differences in words or numbers that look similar; understand coded information; read measurements; identify differences in objects that look similar; and solve basic math problems. The service provider is also given a timed evaluation that measures gross motor skills, such as arm and hand dexterity and hand-eye coordination. These skills are required for assignments that involve manipulating hand tools, performing assembly line activities, tending machines and performing pick and pack operations. Verification and evaluation of past work experience/performance in food service is essential.
  - C. For direct instruction (teacher substitutes/para-professionals) employees, the vendor shall have completed the required screening activities and have conducted a thorough job analysis of the individual's training and work experience and perform an evaluation to

determine the individual's understanding of and ability to perform the various competencies established for the substitute teachers and instructional assistants. The vendor will develop and conduct a structured interview process to assess the individual's communications skills and behavioral and situational abilities to deal with and handle students in a variety of educational environments.

- D. For nursing employees, the vendor shall have completed the required screening activities and have conducted a thorough educational, training and work experience analysis to assess and determine the individual's qualifications, understanding of and ability to perform the various competencies required to be a school nurse. The vendor will develop and conduct a structured interview process to assess the individual's bedside manner, communications skills, and ability to work with and treat students found in a normal educational setting.
- E. For student transportation substitutes, the vendor shall have completed the required screening activities and have conducted a thorough job analysis of the individual's past driving record and work experience to determine their qualifications and past performance, as well as their understanding of and ability to perform the basic competencies established to be a qualified school bus driver. The vendor will develop and conduct a structured interview process that will allow the vendor to assess the individual's behavior and situational skills to deal with students and keep control and discipline during the operation of a school bus.
- F. For custodial substitutes, the vendor shall have completed the required screening activities and have conducted a thorough job analysis of the individual to determine their understanding, knowledge and physical ability to perform the various activities performed by custodial/maintenance staff. The vendor will develop and conduct a structured interview process that will allow the vendor to assess the individual's overall aptitude and physical abilities to perform.
- G. For truck drivers and machine operators, the vendor shall have completed the required screening activities and have conducted a thorough job analysis of the individual's past driving record and work experience to determine their qualifications and past performance, as well as their understanding of and ability to perform the basic competencies established to be a qualified truck driver or machine operator. The vendor will develop and conduct a structured interview process that will allow the vendor to assess the individual's behavior, situational skills, overall aptitude and physical abilities to perform.
- H. For administrative or professional employees, the vendor shall have completed the required screening activities and have conducted a thorough job analysis of the individual's training and work experience and perform an evaluation to determine the individuals understanding of and ability to perform the various competencies established for the administrative or professional duties as required by the CES Member. The vendor will develop and conduct a structured interview process to assess the individual's communications, behavioral and situational skills, and overall aptitude and physical abilities to perform the tasks required.

## Required Categorical Responses

The Offeror must include written responses and other documentation to clearly address the items listed below. The responses and documentation provided must be placed after Tab 5. The Offeror's failure to respond to and provide the requested documentation behind Tab 5 may cause the Offeror's response to be determined non-responsive.

1. Using the above information provided under the categorical section of this solicitation, demonstrate through a written narrative your firm's understanding of the scope of work requested and identify the technical approach your firm will use to implement, coordinate and fulfill the contract requirements. Specify the aspects of the scope of work that you will provide as a single full service provider and those that your firm will be subcontracting or partnering with other providers.
2. Please provide complete and detailed responses to the following:
  - A. A description of the CES member's requirements under a contract award based on your response to this RFP, that is, selection process they will need to utilize, the scheduling and coordination aspects, record keeping and reporting requirements, data collections, submission of provider's service time, invoicing payment process and procedures you would like to see implemented.
  - B. Description of the management information systems offered to facilitate the day-to-day operations with any requirements.
  - C. Description of how your firm will oversee and ensure that all employees assigned under an awarded contract are properly licensed, certified and/or registered to perform the services provided.
  - D. Describe the process for ensuring that the individuals have been properly oriented to the member's scope of work and worksite conditions.
  - E. Describe your replacement and credit policy for unsatisfactory employee placement.
  - F. What are the policies and practices your firm has established to prohibit discrimination based on race, creed, national origin, sex, sexual orientation, gender identity and disability in regards to hiring/retention of temporary employees.
  - G. Provide information and documentation relating to your firm's internal process for recruiting, evaluating, pre-employment screening, skills testing, employing and training employees' credentials and past experience and job performance.
  - H. Describe the benefit package, if any, you provide to your temporary employees.
  - I. Describe the type of in-service and training programs offered employees to keep them up with current information, techniques, and trends within their area of expertise.
3. Through a written narrative and other documentation, indicate the current number of employees you have employed in the areas you have proposed under this category. Provide the number of pool employees for each servicing office if more than one and the areas of the state that they serve.
4. Since CES members are located all over the State of New Mexico, and if the Offeror is going to provide service in multiple regions in the State, a list of locations will need to be provided:
  - A. Name of Branch
  - B. Branch Manger
  - C. Address, phone, fax and years at location

5. Because this is a request for proposal and negotiations will establish the final contract, list any concerns or issues that you feel need to be addressed.

### **Categorical Price and Cost Submittal**

1. The prices submitted for this category must be separated by labor rates, reimbursables and other costs relating to a particular activity, task or supplies. The Offeror shall provide a list of the temporary positions/employees that it is proposing to offer under this category. For each position listed, provide the factors/criteria to be used to calculate the billing (labor) rate. A range of wages can be proposed if multiple skill levels are offered.
  - A. For temp-to-hire positions, provide a fee to be added to the established labor rate. Indicate this special fee as a percentage of the regular CES rate.
2. Offeror is encouraged to base prices submitted on an established method for setting the normal and customary price and then state the CES discount that can be applied.
3. Provide all reimbursable, extra and incidental costs which may apply to this category, that is, per diem, lodging, travel, supplies, etc.
4. Price schedules submitted must include prices, along with a clear and detailed description of all activities, tasks and supplies. This must be placed behind Tab 6.

**Category 3                    Consulting Services and Products for Turf Management, Including Testing, Evaluating, Analyzing and Treating Soils, Lawns, Bushes, Trees and Other Landscaping Areas**

The maintenance, upkeep and management of the public education institutions' grounds is often overwhelming. These grounds have many different kinds of lawns, trees, bushes, flowers and other surfaces. The types of inclement environments and conditions vary greatly from mountainous and high moisture to desert and the shortage of water. When it comes to ground and landscape care products, needs range from weed control, shrubs and tree care to keeping athletic fields and other grassed areas in good condition. Likewise, communities are passing ordinances controlling and regulating the landscaping. Due to all these variables, members have requested that CES seek vendors to provide assistance in determining the best way to test, control, treat and maintain their landscaping.

**Categorical Scope of Work**

CES is seeking vendors to perform evaluation and analysis services, assist in designing and implementing an action plan and provide the necessary soil treatments, fertilizers, chemicals, seeds and other products needed to meet the identified conditions to establish, maintain and control grounds, fields and landscape areas found in New Mexico educational and governmental facilities. Services and products offered may include, but are not limited to:

1. Working with and assisting members with site inspections, soil sampling and analysis on an ongoing basis to ascertain their landscaping needs, along with the interpretation and evaluation of such test(s) to determine and develop a plan of action to achieve the desired outcome. Recommendation of fertilizers, chemicals, seeds and other products and analytical analyses must include computerized printouts identifying both the existing soil situation and the needed supplements.
2. Services relating to designing, developing and implementing grounds and landscaping short and long range maintenance plans.
3. Training and orientation services relating to selecting, storing, handling and applying seeds, fertilizers, chemicals and other landscaping products.
4. Supplying products such as algae, aquatic weed control, turf/brush/tree/plant fertilizers, and maintenance products, fungicides, herbicides, insecticides, specialty chemicals, grass seed, greenhouse and nursery products, and vegetation management products.
5. The evaluation of existing conditions and/or problems that may exist to determine the needed course of action to resolve and mediate the problem.
6. Assist the member in maintaining and caring for existing landscaping by providing a well-rounded line of products to treat and care for various types of flowers, vegetation and lawns.
7. General consulting may include, but is not limited to:
  - a. Turf management programs
  - b. Water management programs
  - c. Landscape management programs
  - d. Specification writing
  - e. General plan review

f. Irrigation

Services requested under this category **DO NOT** include any services that would be classified as construction services by New Mexico Construction Industries Division (NMCID).

**Categorical Definitions**

**ANSI** – American National Standards Institute

**ASTM** – American Society for Testing and Materials

**EPA** – Environmental Protection Agency

**HEPA** – Is a term used to identify materials, equipment and regulations that relate to hazardous materials, processes, procedures and standards governed and controlled by the EPA.

**ISO** – International Standards Organization

**NMCID** – New Mexico Construction Industries Division

**NMPSFA** – New Mexico Public School Facilities Authority

**OSHA** – Occupational Safety Hazard Administration

**UBC** – Uniform Building Codes

**USPHS** – United States Public Health Service

**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.

**Categorical Terms and Conditions**

The following are specifications, conditions and stipulations that offerors must be aware of and comply with under this category. They are in addition to the Listing of General Term and Conditions. Please review them and sign the acceptance of Categorical Terms and Conditions form. Place after Tab 5.

1. The offeror must provide the landscaping services requested herein.
2. Offeror will ensure that all individuals, firms and subcontractors used to perform or supervise work under this solicitation will have the qualifications, certifications and expertise necessary for them to perform and provide products that meet or exceed federal, state, local and industry standards.

3. The Offeror must provide a written narrative together with documentation to demonstrate its' ability to perform under this solicitation.
4. If, as part of any project performed under this category, the member is required to perform or provide manpower in conjunction with the vendor, it must be clearly described, agreed to and put in writing as part of the vendor's project proposal to the member.
5. The vendor will use only materials that meet or exceed those standards established for public facilities by local, state, federal and industry associations, organizations and governing bodies.
6. The vendor must ensure that individuals working in and around the educational and governmental institutions are of good and moral character and meet or exceed the standards set by the Safe School Act.
7. The vendor must comply with all federal, state and local laws. Adjoining property owners must not be annoyed by noise, pollutants and material hauling operations. Procedures for dealing with fire and theft must be established. Methods used to guarantee safe job practices relating to the health, safety and welfare of the member's students, employees and community must be clearly stated.
8. Consulting services in the general areas of turf grass management must include, but are not limited to, soil analysis, pest analysis, irrigation analysis, site preparation, silt seeding, proper fertilization, dragging, core aeration, slicing aeration and top dressing application, etc.
9. If the member requests, the vendor must provide a written site survey, including, but not limited to, the review of existing grounds management problems such as landscaping, drainage and usage.
10. The vendor must be willing and able to provide training for member's staff in lawn, grounds care and other related areas.
11. Vendor, upon request of the member, will establish mutually agreed upon performance based outcomes, timelines and project specifications before an agreement and/or purchase order is sent to CES for the project.
12. Safety
  - A. The vendor must advise the CES member's contact person whenever work or products offered is expected to be hazardous to children, employees or others within the immediate area of work.
  - B. The vendor will assume full responsibility for communicating and providing all MSDS and safety information to the member relating to the storage, application and use of fertilizers, chemicals and products.
  - C. Material Safety Data Sheets (MSDS)
    - 1). The vendor will furnish the member's representative(s) copies of MSDS' for all products used prior to use at any Member's facility. The vendor must update copies of the MSDS on an annual basis and when any new products are introduced into any Member's facility or added to the contract prior to the product being used.
    - 2). The material safety data sheets must be in compliance with OSHA Regulation 1910.1200, Paragraph g.
    - 3). Failure of the vendor or its employees to comply with all applicable laws, regulations and rules will permit CES and its member to immediately terminate the vendor's contract without liability.
  - D. Since the products are to be utilized in an educational and governmental environment where children and adults of various ages will be present, the Offeror must have policies

and procedures in place to ensure that the end user is aware of and understands all shipping, storage, handling and application requirements, conditions and potential problems that may exist and the options and remedies if special requirements exist or must be met.

13. The vendor will deliver materials to the project site in new, dry, unopened and well-marked containers showing product and vendor's name. The containers must meet or exceed OSHA/EPA standards. Damaged or unlabeled materials will not be accepted or stored on project site.
  - A. Labeling of Supplies and Chemicals
    - 1). All product labels must be in full compliance with labeling of hazardous materials pursuant to OSHA Regulation 1919.1200, Paragraph f, concerning the labeling of all chemical containers.
    - 2). Precautionary warning labels will be affixed to all applicable containers as prescribed by law, regulatory agencies or the member.
    - 3). For products that are purchased in large drums or containers for use in smaller containers, sufficient secondary product labels for each item sold must be provided to the member at no additional cost. Secondary labels must be suitable for application and use on member's gallon bottles, 24-oz. spray bottles, or other bottles that are commonly used by staff. The labels must be resistant to deterioration by contact with water or chemicals. All secondary labels must have the information necessary for full compliance with OSHA Regulation 1919.1200, Paragraph f.
    - 4). All containers of products, chemicals or materials sold under the terms of this category must have a firmly secured label with instructions for use.
14. The Offeror must demonstrate by providing documentation that it is an authorized manufacturer's representative and has training and experience working with and around the products being proposed here-in.
15. The Offeror should note that the knowledge, background, experience, and expertise levels of the members' warehouse, maintenance, grounds and custodial personnel will differ from member to member. Therefore, the Offeror must be prepared to provide various levels of support and assistance that are appropriate to the application and products as dictated by the member's needs and situation. It is important that the Offeror carry a variety of product lines that will allow the members to meet their individual and various needs. The Offeror is encouraged to offer as many and as varied a product line as possible.

### **Required Categorical Responses**

1. Through written documentation, the Offeror must clearly identify the services they are proposing.
2. Offeror must, through written documentation, demonstrate its' ability to perform those services offered herein by providing:
  - A. Prior experience.
  - B. The type, kind and level of services provided to New Mexico public educational institutions.
  - C. Examples of training and consulting services offered, which resulted in better managed and kept grounds/facilities.

3. Offeror must provide examples of project documents prepared and submitted to facility owners, which include the evaluation of existing facilities, their conditions and the design and implementation plan for a complete solution.
4. The Offeror must provide samples of:
  - A. Charts for turf management control, indicating suggested applications by time of the year.
  - B. Soil analysis printouts with recommended plans of action.
5. Through a written narrative, discuss your company's background, knowledge, resources, experience and attributes that you feel makes the products and services you propose to offer the most advantageous, cost effective solutions to meet the diverse needs and requirements of the members. Why do you feel the product line you are proposing has the most potential of meeting the members' needs?
6. Discuss your company's strategies in obtaining and ensuring that the products recommended for use on trees, bushes, shrubs, grass fields, flowers/plants and other vegetation covered by this category are of high quality and appropriate for New Mexico's various climates and soil conditions and are safe for our environment.

### **Categorical Price Considerations**

1. Due to the scope of work and the type and level of services requested, the costs submitted must be broken out by line items to their lowest denominator, that is, per foot, yard, gallon, hour, container, etc. All units must be clearly stated.
2. Price sheets, catalogs and other pricing forms must clearly identify and describe the supplies or materials in its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
3. The offeror must provide all consulting and labor costs associated with testing, evaluating, training end users and other related services that may be offered. **These prices must be expressed in per man hour costs.**

## **Category 4**

## **Educational Facility Evaluation, Capital Outlay Long Range Planning and Project Management**

New Mexico public educational institutions have a number of methods of funding and receiving capital outlay funds, whether it be mill levies (e.g., HB33, SB9), general obligation bonds, direct legislative appropriation, New Mexico Public School Facilities Authority (NMPSFA) outlay funds or a combination. These funds are limited and must be used to cover both remodeling of existing facilities and new construction. As it is nearly impossible for CES members to meet the current and future demands in the capital outlay areas, they struggle to meet day-to-day facility maintenance needs.

The NMPSFA requires that members have an ongoing process to collect, evaluate, summarize and report all of the variables relating to facility management, that is, number and type of student population; geographic information; facility conditions, utilization and capacity; both instructional and non-instructional program needs; and internal and external expectations.

The NMPSFA recently completed a facility evaluation to determine the current physical conditions of all of the public school buildings in the State of New Mexico and established a master list of which buildings need maintenance or renovation and which need to be replaced. However, the responsibility falls on the member to take this information and the other variables noted above and develop both a short range and long range facility plan, which will allow them to meet current and future educational facility needs. Once an ongoing facility plan is established and implemented, assistance in all phases of the implementation, that is, facility design; establishing and conducting bond issues; preparing and submitting NMPSFA applications and paper work; preparing and awarding bids; project oversight; quality assurance; problem resolution; and assisting in cost control issues can be an overwhelming task for member's staff.

Due to the increased amounts of time, effort, paperwork, coordination and supervision in this area, as well as the amount of knowledge and expertise that is required to accomplish their goals in facility maintenance and management, members asked CES to publish a solicitation for firms to provide professional services in this area.

### **Categorical Scope of Work**

CES is seeking New Mexico-based firms to work with members specifically in the facility evaluation, management and capital outlay short and long range planning. Consultants will assist the member in educational facility evaluation, conduct research, collect and compile data, make short/long term projections for management, aid the member in securing related professional services and act as the member's representative. This RFP is not seeking the procurement of specified professional services (architect, engineer, land surveyor, assayer, geologist, landscape architect) as described in the New Mexico Procurement Code. Architect and engineering services are not to be a part of or be provided under this contract. Services offered can include, but are not limited to:

1. Assist members in the creation of a District-Specific Facilities Management Board (FMB) to evaluate and monitor the District capital needs and to distribute building renewal, existing deficiencies and new construction funding. In addition, the FMB usually adopts operating policies and procedures for establishing minimum school facility adequacy guidelines and standards.
2. Provide sample facility and equipment standards to assist in development of standards that will ensure sufficient facilities and equipment for students and instructional programs to achieve alignment with the educational goals set by the NMPED, NMPSFA and local governing body. When NMPED/PSFA establishes their guidelines for funding capital outlay projects, they consider schools that have integrated and strived for high academic standards in obtaining parent and community expectations in meeting the educational facility needs.
3. Provide assistance to Member in the collection of data and filling out NMPSFA requirements for “Funding, Building and Maintaining Schools in New Mexico.” The current version is available on the PSFA website at <http://nmschoolbuildings.org>.
4. Provide assistance to members in collecting data and developing a plan to guide capital expenditures to ensure that educational facilities meet established standards.
  - A. This includes evaluating facilities with respect to adopted standards to identify deficiencies and associated costs, preparing demographic and enrollment forecasts, analyzing facility use and capacity and identifying future facility needs to accommodate growth and change.
  - B. The plan should be based on a comprehensive database that is periodically updated that allows the FMB to develop priorities based on health and safety, growth and educational and facility renewal needs.
5. Provide assistance to members in securing funds to build adequate facilities. The criteria NMPSFA uses to determine member’s eligibility for monies from state funds is an annual application, review, evaluation and approval of a member’s request based on enrollment projections for the next five to eight years, the additional square footage that will be needed, the type and purpose of the requested facility and the amount of local funds or availability of local funds to provide adequate facilities.
6. Provide assistance to members in identifying, evaluating, and determining the feasibility of and securing of land and/or real property to include, but not limited to:
  - A. Land purchase
  - B. Land swaps
  - C. Development land donation
  - D. Inter-governmental agency transfer
  - E. Long term lease and lease purchase
  - F. Local, federal and state grants
7. Provide assistance to members in collecting data to develop a maintenance plan. This includes the need for heavy maintenance repair and replacement of building systems and equipment or what is known as soft capital items. Soft capital items are defined as capital assets that are short-lived such as furniture, fixtures and equipment purchased out of the 64.XX funding line items
8. Assist member in the development of maintenance safety procedures, training and equipment maintenance.

9. Assist members in other school planning activities including ADA analysis, attendance area planning, classroom capacity and utilization, building utilization, bus route planning, database development, public meeting facilitation and other related tasks.
10. Assist the members in establishing, selecting and coordinating a construction oversight committee to evaluate and monitor capital outlay projects, and to assist in building renewal, eliminating existing deficiencies and overseeing all construction projects. In addition, the Offeror will usually assist this committee with research relating to various facility projects which would allow them to recommend adopting operating policies and procedures to establish minimum facility guidelines and standards for the member.
11. Assist the member's design and procurement team in developing, preparing, publishing and evaluating solicitations for procuring facility related products and services. These bids may include, but are not limited to: building supplies and materials, labor, construction and other related services or a combination of all of the above. Some of the services required include, but are not limited to: evaluating all bids and bid alternatives, preparing and presenting a summary report to the member's staff and governing board, and preparing contract documents for review and approval by member's staff and governing board.
12. The vendor will serve as the member's representative and project manager. These services will include preparing, organizing, maintaining, submitting, tracking, summarizing and reporting all project documents. Samples of these documents are bids, purchase information, contracts, time schedules, change orders, shipping/freight bills, vendor invoices, and daily, weekly and/or monthly project progress reports, as required. The vendor will act as liaison between the member, architect, contractor, local and state agencies, community groups and any others. The member and vendor will establish parameters, operating guidelines and procedures for this function prior to the signing of a contract.
13. During the construction project, the vendor will be responsible for the day-to-day operation of the project, including conducting progress meetings, overseeing the construction activities and project site to ensure that the member's interest is protected, and handling any problems or issues that arise.
14. The vendor will review and verify all vendor invoices for correctness, and will coordinate all conferences, all required inspections and provide the member with reports and documentation, as required.
15. The vendor will assist in the closing out of all contracts, obtain all warranties, and collect and file all documents for the permanent record, including all releases of liens and partial and final occupancy permits.
16. The vendor will oversee and coordinate all post construction activities, that is, identify, develop, report and ensure that punch list items noted during substantial completion walk through are resolved before the final inspection. The vendor will negotiate, mediate and resolve to the member's satisfaction any unresolved issues, ensure all warranties are in place with appropriate documentation and that all final billing and cost data is submitted and finalized.
17. The vendor will prepare and present a final project report indicating: 1) the original scope of the project; 2) any and all additions, modifications, deletions with justification; and 3) the original estimated project cost in relationship to the final cost and reporting any differences and the overall outcome and effect to the member's master short and long range plans.

18. Assist the Members in understanding the difference between Job Order Contracting (JOC), Construction Manager at Risk (CMR) and other construction delivery method to assess the best value for the District.

It is important for respondents to understand that the above scope of work covers a wide range of services and CES understands that respondents may have experience in one or more of the areas described above. Therefore, CES is asking respondents to identify and offer those services requested in which they are qualified. Contracts will be awarded to those respondents who best meet the needs of CES and its members based on the evaluation criteria.

### **Categorical Definitions**

**ADA** – Americans with Disabilities Act

**ANSI** – American National Standards Institute

**Architect** – A person who, by reason of his knowledge of the mathematical and physical science, and the principles of architecture and architectural engineering acquired by professional education and practical experience, is qualified to engage in the practice of architecture as attested by his registration as an architect.

**ASTM** – American Society for Testing and Materials

**Construction Manager** – A person who, by reason of special knowledge in the construction industry, acquired by professional education and practical experience, is qualified to assist the owner, architect, engineer, and project contractors in all phases of a project, from pre-construction to post-construction.

**CPSC** – Consumer Product Safety Commission

**Engineer** – A person who, by reason of special knowledge of the mathematical and physical sciences and the principles and methods of engineering analysis and design, acquired by professional education and practical experience, is qualified to practice engineering as attested by his registration as a professional engineer.

**EPA** – Environmental Protection Agency

**FERPA** - Family Educational Rights and Privacy Act

**IEEE** – Institute of Electrical and Electronics Engineers

**ISO** – International Standards Organization

**NBFU** – National Board of Underwriters

**NEC** – National Electrical Code

**NFS** – National Sanitation Foundation

**NFPA** – National Fire Protection Association

**NMPED** – New Mexico Public Education Department

**NMPSFA** – New Mexico Public School Facilities Authority

**OSHA** – Occupational Safety Hazard Administration

**Project Manager** – A person who, by reason of special knowledge in the capital outlay area, facility utilization, evaluation, management, acquired by professional education and practical experience, is qualified to assist the owner in contract and information management, quality control, cost control, schedule control and will represent the owner in all matters relating to the management and upkeep of facilities capital outlay projects.

**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.

### **Categorical Terms and Conditions**

The following categorical terms and conditions are in addition to the applicable Standard Terms and Conditions listed in this RFP. Please review each as listed below and sign the Acceptance of Terms and Conditions form. Put the signed form after Tab 5.

1. The Offeror must provide project managers, financial, data collection/analysis, educational and environmental specialists with five (5) or more years in facility design, construction and utilization.
2. The Offeror should have prior experience with New Mexico public educational institutions and NMPSFA policies and procedures to adequately provide the services requested herein.
3. Any licensed professionals who work under this solicitation must have and maintain a current New Mexico license during the term of any contract awarded under this solicitation. The license will bear the name of the registrant and state the profession in which the individual is permitted to practice.
4. The Offeror must be willing to accept an NTE (not to exceed) purchase order for as-needed services. If progress payments or any special financing is desired, it must be requested by the member on its purchase order to CES.
5. The Offeror must identify all of its regular costs, indicate CES discount and the CES prices offered through cooperative purchasing and place after Tab 6. All costs, including hourly fees, paperwork fees and costs, per diem, travel, daily, weekly and other charges, must be detailed in Offeror’s response.

6. As part of any proposal under this solicitation, the Offeror will establish and state all mutually agreed upon project scopes of work, outcomes, expectations and performance evaluation criteria for the proposed project. During the performance of the project, changes can be made by mutual agreement and then followed up in writing.
7. In any survey of students, parents, teachers, certified and noncertified staff, administrators and community members, it will not violate the provisions of the Family Educational Rights and Privacy Act (FERPA) adopted by the State of New Mexico, nor disclose any personal identifiable information.
8. The Offeror must provide qualified staff members to participate as a consultant to the member's facility management team to assist them in developing, maintaining and implementing a master facility plan. Such tasks may include, but are not limited to:
  - A. Assisting the team and design team with establishing goals, collecting facts, identifying concepts and determining the functional needs necessary for facility remodeling or construction.
  - B. Working with the involved groups in the development and design phase of a project.
  - C. Working with the involved groups in the preparation, publishing and receiving of bid and construction documents required to obtain products and services.
  - D. Assisting the member in investigating and using all of the available procurement methods to obtain products and services such as cooperative contracts/purchase agreements available from CES, the State of New Mexico or from other cooperatives when such use will result in savings to the member.
  - E. Assisting the group in developing, conducting, receiving, compiling, analyzing and reporting results of survey information needed to make sound decisions.
  - F. Assisting in training and orientation meetings with board, administration, staff and the community in the facility management and planning areas.
  - G. Facilitating and obtaining research and best practices in facility planning, construction, maintenance and evaluations.
9. A vendor, who uses a consultant that has been terminated from a professional position within the past five (5) years, must provide information about the termination. CES and its members reserve the right to approve or reject any consultant to work the contract based on the information obtained.
10. The vendor will update the qualification briefs and background checks of consultants on an annual basis. For new consultants to be placed on contract, the vendor must provide resumes and background information prior to appointment to the contract.
11. The vendor will have and maintain for the term of any contract awarded under this solicitation the appropriate professional errors and omissions liabilities insurance and must provide proof of insurance certificates.
12. The Offeror must list any subcontractors in its response who will be working under this category. Provide resumes and background information.
13. Any contract between the vendor and the member must meet or exceed industry standards, comply with all state and local requirements and be consistent with the terms and conditions of this RFP. The term of this member/vendor contract will be for one (1) year. Contingent upon mutual acceptance of both parties, the contract can be extended annually, but cannot exceed the vendor's awarded contract under this solicitation.
14. All services provided and work byproducts submitted under this solicitation must exceed industry best practices and standards.

## Required Categorical Responses

Offeror's must respond by providing a short statement that is related to each numbered item and place the responses after Tab 5. Failure to respond to this section will render your proposal non-responsive. If you do not provide a particular service, write "do not offer" after the number. If a service that will match the specification might become available later, indicate that in your response. You can propose additional services you believe are necessary to accomplish the scope of work as defined above.

1. Educational Facilities Evaluation Services includes, but is not limited to:
  - A. Educational facilities evaluation services will include assistance to the member in preparing all phases of the facility management plan.
  - B. Consultants will provide the member with accurate database information to complete all forms and reports for the FMB/NMPED, including, but not limited to, attendance forms and local fund use forms.
  - C. Consultants will assist the member in obtaining and organizing the existing facilities Computer Aided Design (CAD) drawings and blueprints as needed to develop a long-term plan.
  - D. Consultants will complete and compile all appropriate facility measurement forms.
  - E. Consultants will gather, organize, summarize, compile and submit all data required by the FMB.
  - F. Consultants will assist the member in identification of facility deficiencies and recommend corrections.
  - G. Consultants will identify critical health and safety problems and any related square footage deficiencies in student-occupied spaces.
  - H. Consultants will assist the member in reviewing and interpreting data collected for plumbing, cooling/heating, telecommunication and electrical system deficiencies, as needed.
  - I. Consultants will assist in identifying deficiencies in portable facilities, if any.
  - J. Consultants will assist in obtaining, organizing and reporting of the cost estimates to correct deficiencies.
  - K. Consultants will report deficiencies to the FMB, as requested.
2. Consulting services for assisting in the requesting and securing of funding sources include, but are not limited to:
  - A. Consultants will identify, gather, review and prepare documentation from the database to assist the member in determining whether the member qualifies for and can request capital outlay funds from the state or propose and secure a local bond issue.
  - B. Consultants will provide rationale for critical cap submission to the state or in seeking a bond issue as needed.
  - C. Consultants will assist the member in making presentations to the NMPED, local governing boards and community as needed.
3. Consulting services for assisting the member to establish both short and long term goals and objectives include, but are not limited to:
  - A. Consultants will assist the member in preparing student growth data and how this growth will require additional capital expenses.

- B. Consultants will assist the member with site selection and evaluation of future needs.
  - C. Consultants will assist the FMB in developing a timeline for site development and construction with associated estimated costs.
  - D. Consultants will report all relevant information to the member, as requested.
4. Project Management means a person who, by reason of special knowledge in the construction management industry acquired by professional education and practical experience, is qualified to assist the member in contract and information management, quality control, cost control, schedule control and will represent the member in all matters relating to past, current and future facility evaluation, construction, maintenance and utilization. Project management services include, but are not limited to:
- A. Project management services include construction contract and information management, quality control, cost control and schedule control.
  - B. The Project Manager (PM) will represent the member in matters relating to the project.
  - C. The PM will prepare all reports and forms necessary for the FMB as needed.
  - D. The PM will consult with the architect/engineer and general contractor to assure cost, schedule and quality are in compliance with the project.
  - E. The PM will perform on-site inspections, budget development, review of architectural drawings, documentation of all steps in the project, schedule control, quality control, change order review and processing, interpretation of specifications and documents, testing of systems (infrastructure, utilities and telecommunications), review and recommendations on any claims and close-out activities of the project.
  - F. PM services may include estimating of costs related to administrative, legal, land, design, consultant fees, testing, construction, furnishings, fixtures and equipment and relocation costs. Budget estimates will be accurate and documented for presentation to the NMPED, local governing body, committees and the public.
  - G. Design documents will be inspected and reviewed by the PM for accuracy and work schedule.
  - H. The PM will make any necessary recommendations for alternative ways of accomplishing the scope of work to achieve quality, cost reduction and schedule goals.
  - I. The PM will develop a master schedule showing the work to be accomplished and necessary milestones. Timing of procurement will be included in the schedule. Lifecycle costs, maintenance and operations will be analyzed for appropriateness.
  - J. The PM will assist in any disputes or claims against the member.
5. General Consulting Services
- A. General consulting services will include, but not be limited to, those listed below and will be directly related to facility evaluation, project and construction management.
  - B. The consultants will analyze safety, security and vandalism factors when needed.
  - C. The consultants will meet with the local governing body of the member as needed.
  - D. The consultants will provide assistance to the member with grant applications, general obligation bonding, adjacent ways and other taxing and funding needs. The consultants must disclose to the member any other project under way that might present a conflict of interest in its representation.
  - E. The consultants will provide other related services such as forensic engineering, risk analysis and identification, ADA compliance, due diligence inspection, claims avoidance and resolution.

- F. The consultants will provide inventory studies of quantity and condition of equipment and infrastructure, including, but not limited to: desks; chairs; fixtures; computers; instructional, maintenance, transportation equipment and tools.
  - G. The consultants will survey and study the member's compliance with federal, state and local laws and codes. When a member's policy manual needs updating or change, the consultant will make the necessary recommendations to the administration.
  - H. The consultant will assist the member in establishing, organizing and conducting a facility management board (FMB).
  - I. The consultant will assist the member in establishing, organizing, maintaining and reporting both a short and long term facility management plan.
6. The Offeror will provide a sample of a short and long range plan document that it has assisted in developing, preparing and publishing.
  7. Through written narrative, the Offeror will describe, discuss and present the firm's philosophical and technical approaches to understanding the scope of work required and necessary to establish, communicate, conduct, complete and ensure that a project executed under its proposed solutions will successfully allow the members to meet their goals and objectives in facility and/or project management.
  8. Through written narrative and other documentation, demonstrate the firm's familiarity with:
    - A. The New Mexico's Procurement Code.
    - B. The NMPED and NMPSFA programs, application process, requirements and standards.
    - C. National statistics, standards, trends and best practices relating to educational facility evaluation, design, maintenance and management.
    - D. Working, communicating and interacting in various parts of state, local and member's political arenas that exist.

### **Categorical Cost Considerations**

1. Price schedules submitted for this category must clearly identify and present all costs associated with performing and completing projects in accordance with your firm's proposal. Costs must be broken out into:
  - A. Labor rates for both in-house and external service providers, which may include, but are not limited to:
    - 1) Project management and oversight.
    - 2) Facility evaluation services.
    - 3) Laboratory, testing and other related services.
    - 4) Professional and general consulting services as allowed in this category.
    - 5) Clerical and related services.
    - 6) Miscellaneous services and labor related fees.
  - B. Supplies, materials, equipment and reimbursable expenses which may include, but are not limited to:
    - 1) Office and other related supplies and materials.
    - 2) Equipment rental and meeting costs.
    - 3) Data collection and processing services.
    - 4) Advertising, publishing, duplicating and photographic services.
  - C. Travel and per diem costs which may include, but are not limited to:

- 1) Travel Time – This represents any cost associated with employees and/or subcontractors traveling to and from the project site from their home location. Offerors are 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%).
  - 2) Per Diem – This represents the costs associated with housing and meals for individuals who have to stay overnight while working on a project. Offerors are to indicate the daily rate to be charged per man. Note: This does not cover transportation costs.
  - 3) Air Fare and Vehicle Rental – This represents the cost for providing public transportation and/or vehicle rentals to workers to travel to and from a project site. Offerors are to indicate the percentage of mark-up/overhead/processing cost to be added to the actual expense incurred by the Offeror to provide transportation. Example: Air fare was Two Hundred Dollars (\$200), the Offeror bills the customer Two Hundred Twenty Dollars (\$220), the percentage of mark-up/overhead/processing cost would be ten percent (10%).
  - 4) Mileage Rate – This represents the per mile cost to the member when a company/individual owned vehicle is used for transportation. Offerors are to indicate per mile charge, that is Forty-Five Cents (\$.45) per mile.
2. The Offeror’s price schedules must be based on a fixed discount off the normal and customary fee, normal market price or current percentage. If the Offeror feels that none of these apply, then an alternative method for setting the current or normal and customary price must be submitted so that the CES discount can be applied.
  3. All cost schedules and other pricing forms must clearly identify and describe the service, supplies or materials, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the normal cost, etc.
  4. When providing equipment costs, indicate an hourly, daily and weekly rate.

## **Category 5 School Safety Audit, Inspection, Consulting and Training Services**

New Mexico educational institution's administrators today face an overwhelming challenge when it comes to areas of school safety. When the words "school safety" are used, people immediately think of terrorism threats caused by what happened on September 11, 2001. However, today our educational institutions face a variety of issues relating to: facilities physical and operational conditions; access control relating to staff, students and community; physical and environmental hazards prevention and control; employee, student and community physical security; injury prevention; meeting special needs (ADA); violence; training and reacting to emergencies; product, equipment and vendors access to institutions facilities; and proper operation, utilization and storing of products/equipment. These issues come about due to increased insurance rates and restrictions; increased court litigation; worker compensation claims and costs; and enforcement of federal, state and local codes, regulations and requirements.

CES members' administrators, especially those in small and rural locations that are responsible for oversight of these areas find it difficult to allocate the time to adequately keep up with current trends, best practices and code/requirement changes. Administrators must conduct audits, inspections and provide training to staff. Because of their needs in trying to comply with and meet their obligations in these areas of safety, they have requested that CES solicit vendors to assist them in one or more of these areas on an as-needed basis.

### **Categorical Scope of Work**

On behalf of its members, CES is seeking vendors to provide and perform services to assist members' administration teams and staff in assessing, evaluating, analyzing and developing a sound and competent school safety program that can be implemented and maintained on an ongoing basis which will allow the member to operate and maintain both safe facilities and a safe educational and work environment. These services can include, but are not limited to:

1. Facility issues such as access control, vandalism prevention, reduction of physical and environmental hazards that can cause illness and physical injury.
2. Staff, student and visitor issues such as violence, gangs, drugs, weapons, work and study habits, special needs of staff and students, assessing, investigating and controlling worker compensation claims and student injuries, crisis preparedness, anticipating, preparing and reacting to emergencies and accident investigation and prevention.
3. Product, equipment and vendor issues such as proper operation, utilization, storage and disposal of items purchased; contractor and service provider safety and oversight.
4. Audit and inspection issues such as preparing for and conducting evaluations and analysis results, reporting and developing corrective action plans and assessing them.
5. Awareness and training such as developing, implementing, conducting and maintaining an ongoing program for staff, students and safety team facilitator. Provide hands-on direction as safety team advisor to develop goals, objectives and action plans to reduce losses and improve efficiency and morale.

6. Compliance issues such as training program development, implementation and supervision; regulatory, negotiation, legal and research services; record keeping and support services; OSHA and Voluntary Protection Program (**VPP**) planning and implementation; regulatory liaison to federal, state and local officials.
7. Resident safety officer issues such as assisting in weekly or monthly on-site safety visits, conducting training, hazard analysis, OSHA record keeping, developing and/or revising policies and procedures, and hazardous communications.
8. Training services can include regulatory compliance such as hazardous communication; emergency response; lockout/lockdown procedures; fall protection; and new employee, supervisor, safety team and security staff training.
9. Technical writing can include policy and program development; training manuals development; utility shutdown procedures; facility-specific inspection checklists; pre-construction checklists; emergency response procedures; security manual development; and school bus and transportation safety manual development.

CES realizes that providers who operate in safety-related areas such as those listed above may concentrate, specialize and perform services in a particular area such as playground safety, inspection and consulting services. Therefore, CES is encouraging Offerors to offer only those services they are qualified for to provide CES and its members with high quality and cost effective solutions to meet the school safety needs.

### **Categorical Definitions**

**AASA** – American Association of School Administrators

**ADA** – Americans with Disabilities Act

**AISC** – American Institute of Steel Construction

**ANSI** – American National Standards Institute

**ASME** – American Society of Mechanical Engineers

**ASTM** – American Society for Testing and Materials

**CPSC** – United States Consumer Product Safety Commission Handbook for Public Playground Safety

**CSA** – Canadian Standards Association

**EIA** – Electronic Industries Association

**EPA** – Environmental Protection Agency

**FCC** – Federal Communications Commission

**Federal Regulations and Codes – Title 29** – Hazardous materials handling, removal and disposal; respiratory protection and monitoring; employee exposure to hazardous materials; employee exposure and medical records; construction involving hazardous materials and hazardous communications

**Federal Regulations and Codes – Title 40** – National emission standards for hazardous materials and asbestos abatement projects, worker protection, asbestos-containing materials in schools

**HEPA** – Is a term used to identify materials, equipment and regulations that relate to hazardous materials, processes, procedures and standards governed and controlled by EPA

**IEEE** – Institute of Electrical and Electronics Engineers

**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** – Is a set of guidelines, standards and best practices relating to the various trades involved in building construction

**IPEMA** – International Playground Equipment Manufacturers Association

**ISO** – International Standards Organization

**ISO 9000/9001** – International Standards Organization Quality Standards

**NACHO** – National Association of Chemical Hygiene Officers

**NBFU** – National Board of Underwriters

**NCEF** – National Clearing House for Educational Facilities

**NEC** – National Electrical Code

**NFPA** – National Fire Protection Association

**NISWS** – National Institute for School and Workplace Safety

**NMPED** – New Mexico Public Education Department

**NMPSFA** – New Mexico Public School Facilities Authority

**NMPSIA** – New Mexico Public Schools Insurance Authority

**NSF** – National Sanitation Foundation

**OSHA** – Occupational Safety and Health Administration

**Safety Professional** – Is an individual adequately trained and experienced in using engineering and management techniques to protect people and property and to focus on a proactive approach to reduce the occurrence and impact of adverse events. They assist in the design of facilities, equipment, products and processes with the aim of reducing losses and improving productivity.

**School Crisis and Emergency Management Plan** – Means the essential procedures, operations, and assignments required to prevent, manage and respond to a critical event or emergency, including natural disasters involving fire, flood or severe weather; loss or disruption of power, water, communications or shelter; bus or other accidents; medical emergencies; student or staff member deaths; explosions; bomb threats; gun, knife or other weapons threats; spills or exposures to hazardous substances; the presence of unauthorized persons or trespassers; the loss, disappearance or kidnapping of a student; hostage situations; violence on school property or at school activities; and other incidents posing a serious threat of harm to students, personnel or facilities.

**School Safety Audit** – Means a written assessment of the safety conditions in each public school to identify and, if necessary, develop solutions for physical safety concerns, including building and environmental conditions and security issues and evaluate any patterns of student and staff safety concerns occurring on school property or at school-sponsored events. Solutions and responses can include recommendations for structural adjustments, changes in school safety procedures and revisions to the school board's standards for student and staff conduct.

**UBC** – Uniform Building Codes

**USFDA** – United States Food and Drug Administration

**USPHS** – United States Public Health Service

**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.

**VPP** - Voluntary Protection Program is an OSHA program that promote effective worksite-based safety and health. In the VPP, management, labor, and OSHA establish cooperative relationships at workplaces that have implemented a comprehensive safety and health management system.

### **Categorical Terms and Conditions**

The following are specifications, conditions and stipulations that Offerors must be aware of and comply with under this category. They are in addition to the Listing of General Terms and

Conditions. Please review them and sign the Acceptance of Categorical Terms and Conditions form. Place after Tab 5.

1. The Offeror must clearly identify and state the safety services it is proposing to offer under this category. For each service offered, the Offeror must provide a detailed description of what is involved and what the intended outcome of these services would be to the member.
2. All services offered must meet or exceed industry standards, guidelines, evaluation criteria and comply with all federal, state and local codes, regulations, standards and statutes.
3. Upon request by a member for services, the vendor must respond by visiting with the member to develop a complete understanding of the scope of work being requested, which may include, but is not limited to, the type of services needed, the delivery timelines for those services, the expected outcomes and results to be achieved once the services have been delivered. Based on the scope of work developed, the vendor must prepare a proposal providing a complete and detailed description of the services and products that will be delivered, together with their associated costs.
4. If providing audit or inspection services, the vendor must clearly identify the evaluation protocol standards and criteria to be used. In reporting the results, the vendor will identify deficiencies, hazardous conditions and areas of concerns, along with recommendations, suggestions and corrective actions, based on federal, state, local and industry standards and requirements, that are needed to establish an acceptable condition or situation. The vendor's findings, conclusions and recommendations are the catalyst for the member to develop a short or long range plan of action or philosophy to bring the deficiencies or concerns into compliance with the stated codes, regulations and requirements.
5. The vendor, upon request of the member, must provide services on an ongoing basis that will allow the member to develop, establish, implement, maintain and re-evaluate the safety program involved and to determine if the solution(s) provided, recommended and action plans implemented are meeting the projected outcomes and established goals.
6. The vendor must provide the member with technical data and research, along with copies of written plans, guidelines, regulations, codes and policies that have been established by governmental agencies, other educational institutions and industry trade organizations.
7. The vendor must have the resources to deliver and ensure the adequacy of products and services delivered.
  - A. The vendor makes available to the member its staff or other professional consultants for scheduled appointments, meetings and emergency meetings when the need arises to act as an advisor, consultant, expert witness, presenter or mediator. The vendor must clearly identify and describe these services.
  - B. The vendor conducts training seminars and sessions for staff, students and community groups so that they develop knowledge, understanding, awareness and ability to be involved with and comply with any safety programs offered by the vendor and implemented by the member. This training will be conducted in both a classroom setting and in a hands-on environment.
  - C. The vendor works with and acts as an advisor to the member's board, staff, community groups and other contracted professionals to design, develop, adopt and implement a safety program or plan. If necessary, procure goods and services needed to provide a safe and secure facility, work and educational environment.

## Categorical Specifications

1. Safety training sessions and workshops can include, but are not limited to:
  - A. Providing board members, administrative, support and instructional staff with a basic understanding of what constitutes a safety program. Who are the stakeholders, what are the benefits and how can an effective safety program improve the educational and workplace environment? What are the basic steps in developing, implementing and conducting a safety program?
  - B. Providing training and orientation to member's staff, students and community participants on how to establish and implement a safety team advisory committee to oversee and assist the member's governing board and administration as it develops and implements a safety program.
  - C. Introducing and taking the member's administrative and safety team through the process of preparing for, conducting, analyzing, interpreting and reporting the results and recommendations of a safety audit.
    - 1). Conducting a safety audit: Discussion will focus on setting goals around the audit as well as the time and planning involved ensuring a successful audit.
    - 2). Committee approach: Discussions will include membership, committee organization, duties and responsibilities, working and interacting with site staff and community participants and activities involved in performing an audit.
    - 3). Gathering information: In this portion of the training, a thorough explanation of the tools used to conduct the audit is given. Areas of concentration will include the organization of the audit recording form, the work plans and the survey instruments. Suggestions will be shared on different plans for different types and levels of facility, tips for data collection and completing the audit recording form.
    - 4). Compiling, analyzing and interpreting audit data collected and preparing and reporting the audit findings.
    - 5). Moving from data to action: Tips on communicating results, creating action plans and the need for continuous improvement will provide participants with a direction for working with the safety audit.
  - D. Provide an action plan training session for both staff and the community to assist them in taking the safety audit results and putting into place a complete and comprehensive plan of action. Provide tips on action planning, methods for involving and motivating staff, students and the community. Locate, identify and secure resources necessary to implement a successful action plan.
  - E. Provide administrators, staff and students with workshops on all aspects of classroom and workplace safety. Give methods and tips on recognizing and dealing with safety issues and concerns encountered. Implement and commit to complying with classroom and workplace safety standards relating to:
    - 1). Enhancing the awareness and use of safety standards.
    - 2). Promoting and creating an environment where staff and students feel comfortable with recognizing, reporting and dealing with safety issues and concerns.

- 3). Providing and distributing information and materials concerning establishing, maintaining and functioning in a safe and secure school and workplace setting.
- F. Offer a variety of workshops for staff, students and community related to, but not limited to:
- 1). School bus and transportation safety
  - 2). School bus driver and bus aid training
  - 3). Special education and ADA training
  - 4). Personal safety and security
  - 5). Emergency preparedness and response management
  - 6). Aggressive behavior management and violence prevention
  - 7). Hazardous material management
  - 8). Lockout/Tagout
2. School safety consulting and management services can include, but are not limited to:
- A. Classroom and workplace assessments, consulting, technical writing, policy and procedure development and implementation pertaining to investigating, managing and acting as an advisor on: worker compensation claims; investigating, evaluating and reporting of accident causes; eliminating potential risks and assisting in developing and implementing a prevention program and action plan relating to slips, trips, falls, back and lifting; chemical awareness and safety; computer workstation ergonomics; hazard communications; injury and illness prevention; materials handling and storage; employee health and wellness; personal protection equipment and OSHA requirements; first aid, sexual harassment and violence prevention.
- B. Facility access control, loss prevention, minimizing risk and exposure, performing and assessing physical and environmental conditions. Developing, implementing, advising and providing technical writing assistance for policies and procedures, safety action plans and a school safety program to meet facility issues and concerns relating to: electrical safety, hazardous material recognition and removal, fire protection, building and ground safety, security and access, vandalism investigation and prevention, emergency evacuation plans, hazardous storage and access control, school bus, vehicle and equipment operational condition and safety, air, water and environmental quality, security and crisis preparedness and response.
- C. Professional safety consultants must secure and use current research, publications, standards and related information to assess, investigate, develop recommendations and propose plans of action, communicate and discuss available options and opportunities and manage events and activities assigned to protect people, property, the environment and member's interest by focusing on a proactive approach to reduce the occurrence and impact of adverse events and limiting risk and exposure, while allowing for productivity and a safe educational and workplace environment by providing:
- 1). Safety training
  - 2). Written documents and specifications
  - 3). Interpretation of legal requirements to ensure compliance
  - 4). Cost benefit analysis

- 5). Investigations, audits and inspections
3. Services relating to the development, implementation and management of a master school safety program may include, but is not limited to:
  - A. Conducting an orientation and securing information about what makes up a school safety program, who needs to be involved, what topics need to be discussed, how and by whom the developed and implemented program going to be conducted and managed, what outside resources are needed and what are the associated costs, schedule of events, timelines and benchmarks for which the process is to be measured and evaluated. Assist in establishing a mission statement.
  - B. Assisting in obtaining, compiling and organizing the data relating to laws, regulations, codes and standards governing and pertaining to the safety components to be included as part of the master safety program.
  - C. Assist in conducting and holding meetings. Act as an advisor to the safety committee. If requested, bring consultants specializing in different safety areas, provide technical writing services to develop assessment tools, surveys, policies, procedures and guidelines. If requested, assist in collecting, compiling, analyzing, summarizing and reporting data; assist in presentations to board members, staff and at public meetings.
  - D. If requested, assist in implementation of the master safety plan by providing staff development, parent and student orientation, community relations, advisory services to assist in modifying and procuring supplies, materials, equipment and services needed to implement a master safety plan.
  - E. On an ongoing and as-needed basis, provide technical and support services to the member in the areas of program assessment, audit, review and modification. Update policies, procedures, standards, trends and best practices necessary to meet current and future needs.
4. CES has had in place for the past five (5) years a contract for playground safety and consulting services where vendor provided assistance in assessing the current conditions of member's playground, classified, documented and reported concerns and deficiencies based on federal, state, local and industry standards and requirements. Vendor made recommendations for remediation program/plan identifying and stating actions needed to resolve hazards and/or deficiencies found during the assessment/evaluation phase. Provide consulting services on an ongoing basis to assist the member in maintaining and remodeling existing facilities and assisting in the design, development and installation of new facilities. Provide staff development seminars and on-site training sessions for maintenance workers, teachers and administrators in the proper evaluation of, maintenance of and operation/utilization of playground facilities. CES desires to continue it's efforts in this area and stipulates the following:
  - A. The vendor will perform on-site playground facility audits on sites identified by the member using all of the current local, state, federal and national playground guidelines, regulations, codes and standards as evaluation criteria.
  - B. In advance, the vendor will identify and develop with the member the scope of, intent of and the reporting processes to be used for the project. As the vendor performs the audits and identifies deficiency conditions, recommendations for solutions will be clearly identified and reported so that the member can take corrective actions as they deem necessary, whether it be repair, removal or replacement. CPSC guidelines or the ASTM standards are the primary basis for the removal and disposal of playground equipment.

During the process of completing playground audits, the vendor will make recommendations for retrofitting equipment in lieu of disposing of equipment when appropriate. The vendor's findings, conclusions and recommendations are the catalyst for the member to develop a long range plan of action and philosophy to comply with the CPSC guidelines and the ASTM standards.

- C. The vendor will work with the member on an ongoing basis to replace, retrofit and upgrade playground equipment as needed by assisting in the preparation of equipment list with specifications of like equipment so that the member can get price quotes from all available vendors. With the assistance of the vendor, the member will evaluate, negotiate and award a contract. The quality assurance aspect of the project can be performed by the vendor if requested by the member.
- D. Upon request of the member, the vendor will conduct training seminars and sessions for employees to develop knowledge of and the ability to evaluate, recognize and work with playground safety issues, hazards and the development of new facilities. These seminars will be conducted in both a classroom setting and on playground site.
- E. The vendor, upon request by the member, will work with member staff, community groups and contracted professionals in the design, development, and procurement of equipment and installation services for existing and new playgrounds.
- F. All products and services offered under this solicitation must be in compliance with and in accordance with the Consumer Product Safety Commission (CPSC) safety performance specifications and standards established and recognized nationally for public playgrounds and playground equipment. Reference documents may include, but are not limited to:
  - 1). D2240 Test Method for Rubber Property-Durometer Hardness
  - 2). F1004 Consumer Safety Specification for Expansion Gates and Expandable Enclosures
  - 3). F1077 Guide for Selection of Committee F16 Fastener Specifications
  - 4). F1148 Consumer Safety Performance Specification for Home Playground Equipment
  - 5). F1159 Practice for Design and Manufacture of Patron Directed, Artificial Climbing Walls, Dry Slide, Coin Operated and Purposeful Water Immersion Amusement Rides and Devices and Air-Supported Structures
  - 6). F1292 Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment
  - 7). F1918 Safety Performance Specification for Soft Contained Play Equipment
  - 8). F1951 Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
  - 9). F2373 Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months through 23 Months
  - 10). F698 Specification for Physical Information to be Provided for Amusement Rides and Devices
  - 11). F846 Guide for Testing Performance of Amusement Rides and Devices
  - 12). F853 Practice for Maintenance Procedures for Amusement Rides and Devices
  - 13). F893 Guide for Inspection of Amusement Rides and Devices
  - 14). F963 Consumer Safety Specification for Toy Safety

- 15). 1500.48 Technical Requirements for Determining a Sharp Point in Toys and Other Articles Intended for Use by Children Under 8 Years of Age
- 16). 1500.49 Technical Requirements for Determining a Sharp Metal or Glass Edge in Toys and Other Articles Intended for Use by Children Under 8 Years of Age
- 17). 16 CFR 1500 Hazardous Substances Act Regulations, including Sections:
  - a). 16 CFR Part 1303 Ban of Lead-Containing Paint and Certain Consumer Products Bearing Lead-Containing Paint
  - b). 16 CFR Section 1501 Method for Identifying Toys and Other Articles Intended for Use by Children Under 3 Years of Age Which Present Choking, Aspiration or Ingestion Hazards Because of Small Parts
- 18). 36 CFR Part 1191 Americans with Disabilities Act Disability Accessibility Guidelines (ADAAG) for Buildings and Facilities; Section 15.6 Play Areas
- 19). CAN/CSA-Z614 Children's Playspaces and Equipment
- 20). UL 969 Standard for Safety: Marking and Labeling Systems
- 21). Z535.1 Safety Color Code
- 22). Z535.4 Products Safety-Signs and Labels

### **Required Categorical Responses**

1. Through written documentation, Offeror must clearly identify the services it is proposing to provide members under this solicitation. This will include the areas of safety in which they are qualified, together with the scope and level of services available for each.
2. Offeror must, through written documentation, demonstrate it can provide members with the highest level of services in those areas as noted in Categorical Specifications and provide resumes and other documentation verifying educational, professional training, background and experience for each staff member who will be offering services under this solicitation. Note any special recognitions and/or safety programs you were involved in, which has been identified as exceptional in identifying and meeting current safety needs.
3. Provide a brief narrative referencing three (3) educational or governmental institutions in which your firm was involved and assisted in one or all of the following: assessing, auditing and identifying their safety exposure/risks; developing and implementing a safety program and action plan to address any identified safety deficiencies; provide staff development and training products and services; provide technical and support services assisting in the researching, developing and establishing of policies, procedures and operational standards relating to school safety. Provide the contact person, title, phone number, name and date of these projects.
4. Provide a narrative of your company's policies, procedures and strategies to ensure quality control and to respond to concerns before, during and after the project. Indicate what follow-up, review and oversight process you have in place. Provide your firm's mission statement, philosophy and comment to providing solutions and ensuring that educational and workplace physical and environmental conditions are safe.

## **Categorical Cost Considerations**

1. The Offeror will provide a price and discount schedule for all safety related products and services offered under this category. The Offeror can prepare its own schedules; however, it must follow the format and provide the information listed below. Additional pricing and discounts may be included. Place after Tab 6.
  - A. The Offeror will provide a complete list of consulting, technical, training and support services offered. Price schedules submitted must include a detailed description of the service, the levels, perimeters and stipulations that apply for each and with all of the associated costs.
  - B. The Offeror will provide a price schedule listing the terms, conditions and stipulations relating to travel, per diem and when they do or do not apply.
    - 1) Travel Time – This represents any costs associated with employees and subcontractors traveling to and from the project site from their home location. Offerors are 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%).
    - 2) Per Diem – This represents the costs associated with housing and meals for individuals who have to stay overnight while working on a project. Offerors are to indicate the daily rate to be charged per person. Note: This does not cover transportation costs.
    - 3) Mileage Rate – This represents the per mile cost to the customer when a company-owned vehicle is used for transportation. Offerors are to indicate per mile charge, that is Forty-Five Cents (\$.45) per mile.
    - 4) Freight/Delivery Charge – This represents the cost to the member for shipping materials from the vendor's place of business, manufacturer's or supplier's distribution center to the project's location. The Offeror will identify the method to be used to calculate the charge when it is applicable.
  - C. The Offeror can offer as part of any safety solution material, supplies, sampling, testing, equipment, etc. These prices must be based and submitted on a fixed discount off the normal retail or published list price. If a list price is not available, an established method for setting a list price must be submitted so that the CES discount can be applied.
  - D. Reimbursable – This represents the cost for providing duplicating services, meeting, presentation and other costs not covered above to provide and deliver safety solutions to members. Offerors are to indicate the percentage of mark-up/overhead/processing/handling costs to be added to the actual expense incurred by the Offeror to provide these items. Example: Duplicating of safety handbook was Two Hundred Dollars (\$200); the vendor bills the customer Two Hundred Twenty Dollars (\$220), the percentage of mark-up/overhead/ processing cost would be ten percent (10%).

**SECTION III: CONDITIONS LEADING TO AND INCLUDING CONTRACT AWARD**

**A. CONTRACT FORM**

The form of the contract between CES and the contractor will be as per that in Section IV.

**B. PROPOSAL SUBMISSION**

Sealed proposals will be received until 1:30 p.m. local time, on Friday, January 23, 2009, either hand delivered to the agency office, 4216 Balloon Park Road NE, or mailed; documentation will be included and submitted in a binder unless the Colorado option is accepted and then one (1) additional original proposal must be included for each state selected.

**C. PROPOSAL REVIEW**

Commencing on Monday, January 26, 2009, proposals will be reviewed by the Executive Director and a committee designated by the CES Board of Directors. Notification to all respondents will be made by Friday, February 27, 2009.

**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: Offeror Qualifications – 200 Total Points (a-j pages 9-10)**

- 20 points     A brief history of your company that includes its philosophy of doing business
- 20 points     Company location, key people, facilities, ability to perform
- 20 points     Documentation, narrative describing the standards, testing and/or awards for the products or services you are planning to provide

- 20 points Documentation, written evidence of factory/distributor authorization
- 20 points Letter from your financial institution that indicates the line of credit
- 10 points Verification of insurance
- 20 points Your ability, willingness and proposed strategies to sell to CES and/or member agencies and current status with other cooperative contracts in New Mexico
- 20 points Key sales people who will be assigned this contract and resources available to the operation of the contract
- 50 points Reasons/justification of why your products and services are worth the prices or fees you are proposing and added value available to CES members

Part 2: Responses to specific requests in each category (placed after Tab 5) - 400 Total Points

- 100 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
- 125 points Response to categorical required written responses and/or comments requested placed behind Tab 5
- 75 points Responses to items related to customer service, support, warranty and after-the-sale items proposed as stated in requested forms in the Offeror's RFP response and presentation of cost data

Part 3: Cost

- 400 points Cost (Schedule D) for the Category(s) submitted.
- 1,000 points TOTAL POINTS POSSIBLE

E. NEGOTIATIONS

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

F. COST CONSIDERATIONS

The negotiated contract between CES and the contractor 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 educational 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 for small, rural members 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

Offeror must indicate each category it is responding to below by placing an “X” beside it. Failure to complete and return this form will cause the proposal to be considered non-responsive.

- Category 1      Janitorial Products, Equipment and Consulting/Training Services
- Category 2      Temporary Employment and Recruitment Services
- Category 3      Consulting Services and Products for Turf Management, Including Testing, Evaluating, Analyzing and Treating Soils, Lawns, Bushes, Trees and Other Landscaping Areas
- Category 4      Educational Facility Evaluation, Capital Outlay Long Range Planning and Project Management
- Category 5      School Safety Audit, Inspection, Consulting and Training Services

**Offeror must indicate the regions in New Mexico to which it will provide services by placing an “X” beside the area. A form needs to be submitted for each Category submitted. 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 to which of these service regions of the state it wishes to provide services, and prioritize, in order, the areas to which it intends to concentrate its efforts if given an award. The seven service regions are described below.

- Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington and Jemez Mountain school districts.
  
- Region Two (2)** – Chama Valley, Española, Mesa Vista, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos school districts.
  
- Region Three (3)** – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Pecos, Raton, Roy, Springer, Wagon Mound and West Las Vegas school districts.
  
- Region Four (4)** – Albuquerque, Belen, Bernalillo, Cuba, Estancia, Gallup-McKinley, Grants-Cibola, Jemez Valley, Los Alamos, Los Lunas, Magdalena, Moriarty, Mountainair, Quemado, Rio Rancho, Socorro and Zuni school districts.
  
- Region Five (5)** – Clovis, Corona, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Santa Rosa, Texico, Tucumcari and Vaughn school districts.
  
- Region Six (6)** – Alamogordo, Animas, Capitan, Carrizozo, Cloudcroft, Cobre, Deming, Gadsden, Hatch Valley, Hondo Valley, Las Cruces, Lordsburg, Reserve, Ruidoso, Silver City, Truth or Consequences and Tularosa school districts.
  
- Region Seven (7)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum school districts.

**OFFER AND ACCEPTANCE OF OFFER AND CONTRACT AWARD**

**PROJECT: As Defined in RFP 2009-010**



**OFFER TO BE COMPLETED BY CONTRACTOR**

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 contractor, you are now bound to sell the materials and services listed by the attached offer based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. As contractor, you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from 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 February 28, 2010, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods, ending February 28, 2013.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Contract Number

AGENCY  
SEAL  
or  
STAMP

Awarded this \_\_\_\_ day of \_\_\_\_\_, 2008.



Form D **INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form:**

- Category 1 **Janitorial Products, Equipment and Consulting/Training Services**
- Category 2 **Temporary Employment and Recruitment Services**
- Category 3 **Consulting Services and Products for Turf Management, Including Testing, Evaluating, Analyzing and Treating Soils, Lawns, Bushes, Trees and Other Landscaping Areas**
- Category 4 **Educational Facility Evaluation, Capital Outlay Long Range Planning and Project Management**
- Category 5 **School Safety Audit, Inspection, Consulting and Training Services**

**Check the Category that that applies.**

Use this form for cost information not request on **Form D 1 to 5**, 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.

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# Acceptance of Terms and Conditions

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

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

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature (should match cover signature)

*I accept the additional Categorical Terms and Conditions for Category*

*1 2 3 4 5*

*except as listed below.*

\_\_\_\_\_  
Signature (should match cover signature)

Form F **SUPPORT AND MAINTENANCE PLANS**

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

- 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, value of parts inventory normally on hand.

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

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

**OFFEROR'S SUPPORT FOR CES PRICES**

Cooperative Educational Services (CES) is a 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 contractor 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 contractor agrees that the price charged through a CES contract will be the lowest that contractor 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 contractor receives many of the same benefits as a member. Rather than having to respond to dozens of individual proposals and RFP's (which is a big cost of doing business), a response to CES opens the door to over 150 procurement units. The business office of the contractor has the advantage of invoicing CES rather than each individual account. The contractor also has CES' service in collection (some public entities are slow in processing payments). If problems develop, the contractor has the mediation service of CES to settle difficulties.

The contractor provides a quote to the member, and the quote includes the CES one percent (1%) administration fee. If the quote is acceptable, the member issues CES a purchase order for the quoted amount. 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. The contractor provides the items or services and invoices CES for the amount of CES' purchase order to the contractor. CES invoices the member. The member pays CES. 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.

Because CES asks the members to pay one percent for the services, CES also expects contractors, who are awarded contracts, to provide an incentive to the members to use a CES contract. If a contractor 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 contractor 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 contractor. CES wants members to understand that when using a CES contractor, 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?

Contractor 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.*

**QUESTIONNAIRE FOR OFFEROR**

7. Where do you want payments sent?

Contractor 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)**

\_\_\_\_\_ 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****Offeror Qualifications**

All proposals must contain answers or responses to the 10 items listed below. Any Offeror failing to answer these questions completely may be considered non-responsive. Please arrange your responses by placing them after Tab 4. One essential part of the evaluation process is for the evaluators to have information about the company being evaluated. For the evaluators to know if the proposal being read is within the 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 members considering the purchase. This is your opportunity to present your company to those interested evaluators and, if awarded, member staff of our members.

- a. Write a brief history of your company that includes its philosophy of doing business. Generally, CES will not accept an offer from a business less than three (3) years old or which has failed to establish a proven record of business. If the Offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification. CES reserves the right to accept or reject newly formed companies solely based on information provided in this response and from its own investigation of the company. Since any contract awarded by CES is a recommendation to members to do business with the contractor, organizations with little or no demonstrated ability to perform may be placing members at risk.
- b. Indicate where the headquarters of the company are located. Provide address, city, and state, and if there are branch offices in New Mexico, please also supply those. Note how long your company has provided these services/products in New Mexico. If you are offering after-sales services to CES members, state the qualifications of your service staff. Provide the name, title, qualifications and experience of the key people who will support this contract. Describe your service facilities in terms of square feet, service equipment, number of technicians, inventory in stock, and service response time.
- c. Almost every business has professional organizations and associations that provide standards and/or produce evaluations/comparisons for sales use and for other competitive purposes. If any of the products/services you are offering have received an evaluation by any of these groups, and they have issued a report of their findings or any awards or nominations for excellence, provide or cite that documentation. If the products you offer in this contract meet or exceed industry standards, please submit copies of the reports and a written narrative describing the standards and/or awards your products/services or company has received. Also, place copies of articles, sales slicks, catalogs, news clippings or news bulletins that describe these awards and standards after Tab 10.
- d. Offerors for products and services offered on this contract must be factory authorized dealers, distributors or agents with the ability to offer products and services in New Mexico. Include written evidence of factory authorization, either by letter from the manufacturer stating the terms, conditions and authority to speak for it, or by a copy of your franchise/contractual agreement. If you are a manufacturer, describe who, from where, if or how, you will provide and support your dealer network with this contract, or if you will sell directly to CES.
- e. A major problem often facing companies awarded a CES contract is rapid growth followed by cash flow difficulties. For purposes of evaluation, attach a letter from your financial institution that indicates the line of credit available to you. This letter does not need to identify a dollar

amount. Instead, a credit range should be indicated. (For example, “credit in the low six figures” or “a credit line exceeding five figures.”) Indicate if you will assign payments to financial institutions. 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 proposal 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 contractor. Since CES requires a 45-day term rather than the more traditional 30 days, such payment arrangements may be necessary.

- f. Describe your company’s policies and procedures in regards to complying with the New Mexico State mandated security and background checks for individuals working and providing services within public school buildings. Please provide a sample of the type of background check that you are willing to perform for these purposes.
- g. Unfortunately, the United States of America is now a very litigious society. Provide with this RFP a certificate of verification of insurance listing minimum and maximum coverage for liability, vehicle and property damage. CES is not asking you to acquire additional or special insurance for this contract. CES needs proof that you are insured. Before any work can commence, you must provide a certificate that names CES as a certificate holder. Normally, this is a free service provided by an insurance company. See the insurance requirements in Section 1-E, LISTING OF THE GENERAL TERMS AND CONDITIONS.
- h. CES is the administrative agency of the Joint Powers Agreement to Establish an Educational Cooperative. Its members are the public educational institutions in New Mexico. Our sole purpose is to support these institutions in their day-to-day procurement. Describe in writing your ability, willingness and means to sell, deliver and provide support to the educational agencies in New Mexico. No Offeror will be denied a contract simply because sales are limited to New Mexico. However, CES will not enter into a contract with a contractor who has an existing contract that would be more advantageous than a CES contract to sell/provide goods and services to New Mexico agencies. Do you currently have or plan to have such state contracts, that is, SPD with the State Procurement Division? If so, why do you wish to secure a CES contract, and how would the CES contract be more advantageous in pricing or other services over other cooperative contracts?
- i. It has been CES’ experience that a gap exists between the management (those who respond to RFPs) and sales staff (those who contact the schools and political subdivisions) which results in problems. Will your sales staff sell a product or service to a CES member that it knows will not meet the member’s needs? What training does your sales staff have that gives you confidence in their ability to serve the needs identified in RFP 2009-010. Name your key sales people who will be assigned this contract and provide a brief description of each person’s qualifications that includes title, work experience, educational background and related skills.
- j. Although CES is not required to base an award strictly on the lowest price, any time one contractor charges more than another for a product or service, justification is needed. Every CES contract must be for the public good, not for the benefit of a contractor. Having said that, however, CES is totally committed to two basics in the American way of business: profit and competition. Please provide, in writing, reasons why your products and goods are worth the prices or fees you are charging. List any “added value” received by the customer when purchasing through you rather than a competitor, and report whether your major benefit is price alone.

**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 contractors. 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 contractors. 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 contractors 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 contractors 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 contractors 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 contractors to “bid against themselves” when a member elects to issue its own RFP.

When a contractor says “this is the lowest price I will offer in New Mexico to public agencies,” then the member knows that the only way to get a lower price is from other contractors. Competition is enhanced in this fashion. If a member awards a contract to a contractor 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 contractor, or an eventual rebidding by CES to secure better contracts for its members.

**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.**

**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 contractor preparing a response check off each required item as it is completed.**

- |       |     |  |
|-------|-----|--|
| _____ | 1.  | <b>Form A</b> – Offerors Declaration Form (page 89) ( <b>PLACE BEHIND TAB 1</b> )  |
| _____ | 2.  | <b>Form B</b> – The signed Offer and Contract Award (page 91) ( <b>PLACE BEHIND TAB 1</b> )  |
| _____ | 3.  | <b>Form C</b> – The signed Affidavit (page 92) ( <b>PLACE BEHIND TAB 1</b> )   |
| _____ | 4.  | <b>Form D</b> – Price List of the equipment/services offered including mandatory Form D-1 to D-5 (page 93) ( <b>PLACE BEHIND TAB 6</b> )   |
| _____ | 5a. | <b>Form E</b> – A list of any exemptions or modifications of <u>General</u> Terms and Conditions (page 95) ( <b>PLACE BEHIND TAB 3</b> )   |
| _____ | 5b. | <b>Form E</b> – A list of any exemptions or modifications of <u>Categorical</u> Terms and Conditions (page depends on category) ( <b>PLACE BEHIND TAB 5</b> )  |
| _____ | 6.  | <b>Form F</b> – Support and Maintenance Plans (page 96) ( <b>PLACE BEHIND TAB 7</b> )  |
| _____ | 7.  | <b>Form G</b> – Offeror’s Support for CES Prices (page 97) ( <b>PLACE BEHIND TAB 7</b> )   |
| _____ | 8.  | <b>Form H</b> – Questionnaire for Offeror (pages 98-99) ( <b>PLACE BEHIND TAB 7</b> )  |
| _____ | 9.  | <b>Form I</b> – Manufacturer’s Representative Form (page 100) ( <b>PLACE BEHIND TAB 7</b> )  |
| _____ | 10. | <b>Form J</b> – Vendor Qualifications Form a point by point response to questions listed (pages 101) ( <b>PLACE BEHIND TAB 4</b> )   |
| _____ | 11. | A point-by-point response to each requested item to which the contractor is responding under Section II-Scope of Work, D. Specifications (page 32) (categorical responses) ( <b>PLACE BEHIND TAB 5</b> ) |
| _____ | 12. | Letters of financial stability and credit limit ( <b>PLACE BEHIND TAB 4</b> ) (requested in No. 10 above)  |
| _____ | 13. | All miscellaneous forms that apply ( <b>PLACE BEHIND TAB 8</b> ) (requested in No. 10 above)   |
| _____ | 14. | Copies of all licenses ( <b>PLACE BEHIND TAB 4</b> ) (requested in No. 10 above)   |
| _____ | 15. | Appendix with catalogs, slicks, model information, etc. ( <b>PLACE BEHIND TAB 10</b> )   |
| _____ | 16. | <b>Form M</b> – Submission Check-Off Form (page 105) ( <b>PLACE BEHIND TAB 9</b> )   |
| _____ | 17. | <b>W-9 Form</b> - Completed ( <b>PLACE BEHIND TAB 7</b> )  |
| _____ | 18. | <b>Electronic Copy with proposal submission.</b>   |

\_\_\_\_\_  
Signature