



**REQUEST FOR PROPOSAL**  
**RFP 2012-014**

**ADDENDUM NO. 1**

To: Prospective Bidders

From: Steven Holdman  
Cooperative Educational Services

Date: November 4, 2011

Cooperative Educational Services (CES) has received the following questions regarding RFP 2012-014 by email. The following are the responses to the questions asked.

**Question Submitted by:** Tamara Hebert  
GNSBids@JohnDeere.com  
Received November 2, 2011

**Question 1:**

A. On pg 86 of 150 letter l – it states, “Any dealer provided option must be priced separately and may only be included if specifically ordered by the Member/PE.” This statement along with the discussion of “Peripheral Items” Pg. 28 of 150 made us ask question #1 below.

1. Does this mean that it’s ok for the Member/PE to purchase an item that is not a part of the contract as long as a contract item is being purchased?

For example: A John Deere tractor is being purchased, which is a part of the contract. But the Member/PE would also like to purchase a Tiger mower or John Deere parts (spare tire, canopy, extra manuals, filters, etc.) and these items are not a part of the contract. They would not be discounted and the sale price would be between the Member and the John Deere dealer.

- a. If these non-contract items are allowed, are the price of these items included in the 1% fee you will collect.

**Background:**

Taken from RFP 2012-014, Category 4 Grounds Equipment, page 86:

*I. Any dealer provided option must be priced separately and may only be included if specifically ordered by the Member/PE.*

And, Listing of General Terms and Conditions, page 28:

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

**CES Response:**

All of the items purchased by the Member/PE must be included in the contract. The dealer supplied options can be included in a price list or a catalog submitted in the Offeror's response. The items must be applicable to the categorical scope of work of the solicitation. In the question submitted, the Tiger side mower and parts would be considered peripheral items.

The pricing for all items offered should be included with the requested **Categorical Price and Cost Submittal**, as referenced on page 88:

- 1. The Offeror shall provide complete price lists that clearly identify the basic vehicles offered and their configuration with the associated cost. Options and add-ons shall be described individually with each of their costs.*
- 2. The Offeror may offer bundles or packages. Each shall be clearly stated identifying each of the options, attachments and/or add-ons listed.*
- 3. The Offeror shall provide a complete price list of all prices relating to maintenance and repair of vehicles and/or attachments. This includes costs associated to short time rental of vehicles or equipment due to maintenance, repair or unexpected demand. These costs shall be expressed in hourly rates and parts plus markup and overhead. Likewise, travel time and pickup and delivery cost shall be stated.*
- 4. If annual maintenance contracts are available the Offeror shall include the terms, conditions and related costs. Please provide sample contract behind Tab 5.*
- 5. Provide price list for all equipment, supplies, materials and parts to be offered under this RFP.*
- 6. If lease/purchase is an option, what type of term can you provide? How will the interest rate be calculated during the term of the award? Please provide a sample contract behind Tab 5.*

**Question 2:**

Trade-ins – Is the 1% fee calculated before the value of the trade is deducted from the total cost of the item or after the value of the trade is deducted?

**Background:**

Taken from Required Categorical Responses, item 7 on Page 88:

*7. At times, CES Members/PEs wish to trade in old vehicles. Do you accept trade-ins? The Offeror shall describe their firm's terms, conditions and policies governing trade-ins.*

**CES Response:**

The 1% fee would be calculated on the selling price of the new item before the value of the trade is deducted.

### **Question 3:**

Is a Certificate of Insurance (COI) required to be submitted with the response? Pg 11 of 150 states it should be included behind Tab 4 but in the COI section of Pg 15 of 150 it states "Prior to commencing services under this contract, the contractor must furnish CES certification from insurer(s)..." The Insurance section on pg. 22 of 150 also states that the COI shall be furnished prior to official award.

### **Background:**

Taken from RFP 2012-014, Part I. Tab 4 on page 11:

- o *Contractor and Subcontractor Certificate of Commercial Liability Insurance*

From the Listing of General Terms and Conditions, page 15:

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

And page 22:

***Insurance:** On contract award, the contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under this contract, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by any of the contractors or by anyone who acts as contractor may be liable during the entire performance period of this contract.*

### **CES Response:**

CES would like the insurance to be submitted with the Offeror's response. Failure to submit it will not result in a non-responsive proposal. However, any potential award will be contingent on receiving the required proof of insurance. Failure to provide the insurance in the initial response may affect the scoring of Form J, item E on page 125.

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

*1) Provide with this RFP a Certificate of Insurance listing the minimum and maximum coverage for liability, vehicle and property damage as specified in CES General Terms and Conditions. CES is not asking you to acquire additional or special insurance for this contract. CES needs proof that you are insured. Before any work can commence, you must provide a certificate that names CES and/or its Member as a certificate holder. Normally, this is a free service provided by an insurance company.*

As listed on page 107, Offeror Qualification Statement Form J, there are 30 points of the scoring relating to Bonding, Insurance Claims, Suits, and Disputes (Items E and F)

**Question 4:**

Deere will be responding to Category 4 (Grounds Equipment), which does not require a bid bond nor involve construction. We wanted to confirm that Questions #2, 4, 6, and 7 on pg. 126 of 150 are specifically regarding bid and performance bonds and construction projects and are therefore not applicable.

**Background:**

Taken from Form J, E. Bonding, Insurance, Claims, Suits and Disputes, items 2, 4, 6 and 7 on page 126:

*2) Provide written documentation and evidence relating to the surety company that will be providing payment and performance bonds for projects performed under this solicitation.....*

*4) Has your company filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?*

*6) For the last five (5) years, list any projects where your surety has been given notice of default of your company's performance under either its' performance bond or labor and material payment bond.....*

*7) Within the last five (5) years, has any surety on any project you have worked on paid or settled work that your company had contracted to complete? If yes, give complete details.*

**CES Response:**

These questions are for Categories and Lots that require a bid and/or performance bonds for construction projects and are not applicable to Category 4.

**Question Submitted by:** Ovidia Adams  
ovidwd@netscape.net  
Received October 27, 2011

**Question 1:**

I have a question on Page 56 of 120 that will be 13 B. How many ounces for the mugs, cups, tumblers, and goblets? How many compartments for the plates and platters? What size of saucers and bowls? Can you indicate the sizes in inches or ounces of capacity?

**Background:**

Taken from Categorical Terms and Conditions, page 56, item 13. Food service small equipment specifications:

*b. Offeror must have one or more complete lines (either in stock or quickly available) of china and plastic dinnerware with matching accessories. These lines should include, but not be limited to the following: plates, compartment plates, platters, mugs, cups, tumblers, goblets, saucers, bowls and insulated covers. Price must be per dozen (indicate minimum quantity that can be ordered). Indicate size in inches or ounces of capacity, depending on item. Such products may be identified in a catalog.*

**CES Response:**

Because this is an RFP, the Member and Participating Entity will decide the size and capacity of items that meet their needs. Each Offeror should include the item size and capacity that they wish to offer as part of their response. As stated in the RFP these products may be identified in a catalog that the Offeror is proposing.

**Revision to RFP 2012-014 by CES:**

**Issue 1:**

Form B, page 111, includes the option to extend any awarded contract to TexBuy (ESC16) Texas Educational Service Center Region 16:

***OFFER EXTENDED TO TEXAS SERVICE AGENCIES –***

*If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.*

The RFP does not include a statement of explanation of this option.

**Revision:**

Add the following information to the Table of Contents on page 6 under III. CONDITIONS LEADING TO AND INCLUDING CONTRACT AWARD Item:

*H. Texas Service Agencies*

Add the following language to III. CONDITIONS LEADING TO AND INCLUDING CONTRACT AWARD on page 108:

*H. Texas Service Agencies*

*Through an External Procurement Agreement with the Regional Educational Service Center 16 (ESC16, aka TexBuy) in Texas, the products and services in this RFP can be extended to agencies in Texas. TexBuy will use the "TexBuy/CES" conduit to enable any agency in Texas to use this award.*

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

*Neither TexBuy nor CES will hold the other responsible for any irregularities in the contract. CES neither encourages nor discourages vendors from contracting with TexBuy. If you would like to discuss the use of any contract awarded by CES in Texas, contact can be made as follows:*

*Texas Educational Service Center Region 16  
Andrew Pickens, Procurement Officer  
5800 Bell Street  
Amarillo, TX 79109  
Phone: (806) 677-5040  
Fax: (806) 677-5059*

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

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

Date: \_\_\_\_\_ Company Name (Print): \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_