

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

**REQUEST FOR PROPOSALS
(RFP)**

RFP Issue Date **Monday, September 27, 2004**

RFP Number: RFP 2005-006

Issue Date: September 27, 2004

Commodity Titles:

1. Copiers and Multifunctional Digital Equipment
2. School Buses
3. Network Consulting, Technology Training and Support Services
4. Janitorial Services
5. Janitorial Products, Equipment and Consulting/Training Services
6. Plumbing, Lumber, Electrical, Painting and Hardware Supplies and Materials
7. Network Computer, Peripheral Hardware Maintenance and Repair Services
8. Temporary Employment and Recruitment Services
9. Medium and Heavy Duty Trucks

RFP Due Date **Friday, November 5, 2004**

Day / Date: Friday, November 5, 2004

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^{ths} of a mile west. Turn left on Balloon Park Road NE. The CES offices will be the third building on the left. The office manager will receive proposals.

RFP Contents Overview

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

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

Section I Outlines the RFP; indicates how to prepare a response; and states the General Terms and Conditions.

Section II Lists the various commodity titles and, for each, states the Special Terms and Conditions, the Scope of Work and Required Additional Responses.

Section III Indicates how the proposals will be evaluated and how the awards will be made.

Section IV Incorporates the forms used in the proposal response.

Legal Advertisement

ADVERTISEMENT FOR PROPOSAL

Cooperative Educational Services, 4216 Balloon Park Road NE, Albuquerque, NM 87109, will receive sealed proposals until 1:30 p.m. local time, Friday, November 5, 2004, for: 1. Copiers and Multifunctional Digital Equipment; 2. School Buses; 3. Network Consulting, Technology Training and Support Services; 4. Janitorial Services; 5. Janitorial Products, Equipment and Consulting/Training Services; 6. Plumbing, Lumber, Electrical, Painting and Hardware Supplies and Materials; 7. Network Computer, Peripheral Hardware Maintenance and Repair Services; 8. Temporary Employment and Recruitment Services; and 9. Medium and Heavy Duty Trucks.

All proposals must be submitted in a sealed envelope marked "SEALED PROPOSAL – RFP 2005-006" on the front of the envelope. A list of qualifications and specifications, instructions to bidders and bid forms can be obtained upon request by fax (505-344-9343), mail, e-mail (bids@nmedu.org) or by telephone (505 344-5470) from 8:30 a.m. to 4:30 p.m., Monday-Friday, except holidays.

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

/s/ Max Luft,
Executive Director

PUBLISH: Sunday, September 26, 2004
Sunday, October 3, 2004

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

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SECTION I INSTRUCTIONS TO OFFERORS

A. INTRODUCTION

Parties to the Joint Powers Agreement to Establish an Educational Cooperative through its administering agency, Cooperative Educational Services (CES), invites experienced vendors to submit proposals in accordance with the outlines and specifications contained herein. Proposals are requested from qualified respondents to provide products and services for one or more member education 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, Max Luft, Executive Director. Replies will be made via the website (www.nmedu.org/ces/jobrfp/rfprfb_lst.asp) as addenda and will become part of the proposal documents. Those not having access to the Internet can call CES, either to determine if addenda have been issued, or to request of CES by phone or fax that copies of the addenda be mailed. Questions received less than seven (7) days prior to proposal due date will not be answered.

D. PROPOSAL SUBMISSION

1. Preparation of the Proposal

- a. Proposals will be submitted on either unaltered proposal forms furnished by CES or a reasonable facsimile thereof. Telegraphic offers, electronic mailgrams or facsimile machine offers will not be considered.
- b. The Offer, Acceptance of Offer and Contract Award document must be submitted with original ink signature by the person authorized to sign the same. If a company or corporation submits the proposal, an official or duly authorized agent will sign the proposal. Powers of Attorney, which authorize agents or others to sign proposal, must be properly certified by resolution of the board of directors, attested to by the secretary of the corporation, and attached to the proposal. Mistakes can be corrected prior to opening but must be initialed by the person signing the proposal. Corrections and modifications received after the opening time will not be accepted.
- c. In case of an error in extension of prices in the offer, unit prices will govern.
- d. Periods of time stated as a number of days will be in calendar days, not business days.
- e. It is the responsibility of all offerors to examine the entire RFP package and seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due time and date.
- f. The offeror's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the offeror's ability to follow instructions, should they receive an award as a result of this solicitation. Any contract

between CES and a vendor requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent, if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of CES evaluators is implicit in this process.

2. Format of the Proposal

- a. One (1) original of the proposal will be submitted on the forms and in the format contained in the RFP. If you choose to extend your offer to schools in Colorado and/or Texas (see Section III H. and I.), include an additional original proposal, with original signatures for each state selected. The proposal will contain all descriptive literature, specifications, samples, etc. All proposals will be submitted in three-ring binders.
- 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 vendor 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.

3. Contents of the Proposal

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

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 - Form A (page 135)
 - The RFP Affidavit, notarized signature required Form B (page 136)
 - Offerors Declaration - Form C (page 135)
- 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 (copy of each page in order)
 - Acceptance of Terms and Conditions, first line must be signed – Form E (page 140)
- Tab 4: Vendor Qualifications
- Answers to Questions a-j (pages 8 - 10)

- 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, third line must be signed – Form E (page 140)
 - Required Categorical Responses for your category (written response to every part)
- Tab 6: Cost Quotation
 - Prices for category – Form D (page 139)
 - Additional price information, price sheets from RFP
- Tab 7: Required Forms
 - Support and Maintenance Plans - Form F (page 141)
 - Offeror’s Support for CES Prices – Form G (page 142)
 - Questionnaire for Offeror – Form H (pages 143-144)
 - Manufacturer’s Representative Form I (page 145)
- 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 Form L (page 148)
- 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, November 5, 2004, 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. Vendor 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 vendor, 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 if submitted for evaluation, 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. Vendors 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 vendor. 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.
- 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 vendor who has an existing contract that would be more advantageous than a CES contract to sell/provide goods/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 RFP's) 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 2005-006? Name your key sales people who will be assigned this contract; 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 vendor 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 vendor. 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:

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: Vendor 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.

Advertising: Vendor 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 vendor 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 Vendors: 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 vendor within 15 days of receipt of written notice by the vendor.

Audit Rights: In accordance with applicable New Mexico law, the vendor'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 vendor to CES and will list the purchase order number(s) issued by CES and CES member on the invoice. The vendor will not invoice a member directly. CES will invoice the member with payment to be made to CES. The vendor 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 vendor to carry out any obligation, term or condition of the contract. CES may issue written notice to the vendor for acting or failing to act under the following conditions.

1. The vendor provides material that does not meet the specifications of the contract.
2. The vendor fails to complete the services set forth in the specifications of the contract.
3. The vendor fails to complete the work required or to furnish the materials required within the specified time.
4. The vendor fails to make progress in the performance of the contract and/or gives CES cause to believe that the vendor will not or cannot perform the requirements of the contract.
5. The vendor fails to observe any or all the terms and conditions of the contract.
6. The vendor 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 vendor will have 10 days to provide a satisfactory response in writing to CES. Failure on the part of the vendor 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.

Vendor 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 vendor 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 vendor 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 vendor's insurance company and name CES as the certificate holder. In addition, vendor must be willing to provide, upon request, certification of insurance to any CES member using this contract. If the vendor 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 vendor certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The vendor will not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246).
3. The vendor 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 vendor 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 vendor 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 vendor. Unlike "Discussion" (see below), clarification

does not give the offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

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

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

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

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

Construction: Offerors 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 vendor, 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 vendor will be recognized without written approval of CES. Any claim of vendor for any adjustment must be made in writing within 30 days from date of receipt by vendor of notification of such change, unless CES waives this condition. Nothing in this section will excuse vendor 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.

Cooperative Purchasing: This contract is based on the need for CES to provide the economic benefits of volume purchasing, and reduction in administrative costs, through cooperative purchasing for public educational institutions and other procurement units. Although vendors can restrict sales to certain public units (for example, 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 vendor 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 vendor’s invoice, it must collect payment from the member or political subdivision that received the product. CES believes it is better for the vendor if CES places the slow-paying agency on “credit hold”. If a vendor 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: Vendor 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 vendor delivers nonconforming materials to any member of CES under this contract.

Defective Goods: Vendor agrees to pay for return shipment on goods that arrive in a defective or non-operable condition. Vendor 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. Vendor 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 vendor 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 vendor.

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

Federal Requirements: Vendor 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 vendor 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 vendor 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 vendor. In projects that are not federally funded, vendor 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 vendor or any agent or representative of the vendor, 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: Vendor 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, profession error, fault, mistake, or negligence of vendor, 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 vendor, and/or its

subcontractors or claims under similar such laws or obligations. Vendor's obligation under this section will not extend to any liability caused by the sole negligence of CES or its employees.

Information Systems: All vendors 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.

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

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 vendor 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 vendor'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 is 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 vendor.

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

Liability: The vendor 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 vendor'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 vendor, 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 vendor's liability pursuant to this indemnification provision will not be greater than that portion of the total liability in the same proportion as vendor's negligence bears to the entire negligence giving rise to the liability.

Licenses: The vendor 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 vendor with the response to the RFP. The vendor 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 vendor 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, vendor must include with the proposal details 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 vendor 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 vendors to offer its very best prices to CES members; nothing in this contract established a most favored customer relationship between CES and the vendor. The vendor can respond to any solicitation from any public procurement unit without regard to this contract. If vendor 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 vendor 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 vendor 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 vendor being obligated if the new party fails to perform. A simple change of name agreement will not change the contractual obligations of the vendor.

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 on-line purchasing is not selected by the member, all orders accepted by the vendor must be issued by CES. CES members will submit signed purchase orders to CES. CES will then issue a purchase order to the vendor. When necessary, one or more orders may be combined. The vendor must agree never to accept a purchase order based on this contract, unless the purchase order is issued by CES, unless an on-line 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 vendor 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 vendor's actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the vendor's record of conforming to specifications and to standards of good

workmanship; the vendor's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the vendor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's business-like concern for the interests of the customer.

Patent and Copyright Infringement: Vendor 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 vendor prompt written notice of any such claim after becoming aware of such claim.
2. Allow vendor to control and fully cooperate with vendor in the defense and all related settlement negotiations.

CES will be reimbursed for all expenses incurred by CES in fully cooperating with vendor as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph, which are not reimbursable, by the vendor. 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. Vendor's obligation under this section is conditioned on CES' agreement that if the subject of such a claim, CES will permit the vendor, 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 vendor's judgment and satisfactory to CES, CES will request its members to return the equipment or software on written request by vendor at vendor's expense.

Vendor 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 vendor's written request for return is made after full depreciation, the vendor 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 vendor is not obligated to that member under this clause.

Vendor 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 vendor. However, one members' action, will not preclude vendor'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 vendor.

Any vendor, 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.
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, while this contract is in effect, will be at least three percent (3%) below the lowest 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.

Prime Contractor: For the purpose of this solicitation, a vendor will be considered a prime contractor and not a subcontractor. Any vendor 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 vendor 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 vendor 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 Vendors: 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 vendor 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 vendor agrees to hold CES harmless for any deficiency of payment. If any payment is delayed beyond 45 days from the due date, the vendor agrees not to charge CES interest on the late payment. Any late charges will be the total responsibility of the CES member. The vendor 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 vendor 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: Vendors 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: Vendor 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: Vendor agrees that shipping errors will be at the expense of the vendor. For example, if a vendor ships a product to a member that was not ordered, it is the responsibility of the vendor 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 vendor, as preferred. Vendor 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 vendor. All claims for the vendor will file visible or concealed damage. CES, or the receiving agency, will notify the vendor and/or freight company promptly of any damaged goods, and will assist the freight company/vendor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Site Cleanup: Any successful vendor 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 vendor will begin a project for which the site is not prepared by the member, unless vendor 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 vendors 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 vendor 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 vendor believing a specification is unnecessarily restrictive, and submits a proposal, must indicate such in its initial response.

Suspension or Debarment Status: If any firm, business, person, or vendor submitting an offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the offeror must include a letter with its response or offer setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter, or to not disclose in the letter all the pertinent information, 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 vendor 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 December 6, 2005 unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three, additional 12-month periods ending on December 6, 2006, December 6, 2007 and December 6, 2008. Since technology changes rapidly, CES may require a vendor 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 vendor's list. If an offeror wishes to remain on the vendor's list, either a no response or a request to remain on the list is all that is needed.

Trade-In Equipment: Equipment for trade-in shall be dismantled by the vendor and removed at the vendor's expense. The conditions of the trade-in equipment at the time it is turned over to the vendor 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 vendor.

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

Vendor's Price List: The vendor will furnish CES with copies of the approved price list to facilitate eligible procurement agencies in placing orders. When vendor offers a discount off a retail price, the manufacturer's Suggested Retail Price (SRP) must be included as printed by the manufacturer.

Warranty: Vendor 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 vendor, goods must be delivered and services must be completed five (5) days prior to the end of the school's fiscal year (June 30th). CES must receive all invoices dated for the prior school year by the 10th of July. The member can cancel purchase orders not completed by June 25th. The member can issue revised purchase orders dated after July 1st for any goods not delivered or services not completed by June 25th.

SECTION II SCOPE OF WORK AND SPECIFICATIONS

A. SCOPE OF WORK

1. Cooperative Educational Services (CES), which is based in Albuquerque, New Mexico, is composed of all of the 89 New Mexico public school districts and other public educational institutions that are parties to the Joint Powers Agreement to Establish an Educational Cooperative. CES was organized in 1979 as a direct response to the needs of small and rural Local Education Agencies (LEA's). CES offers numerous programs and services. Currently, 150 public educational institutions are members and most use one or more of the CES provided programs or services each year.
2. It is important that all vendors realize that CES is not a sales agency or marketing firm. If you are awarded a contract, you must work your contract. Some vendors with powerful mail campaigns have been able to market to schools through CES, but normally mail alone is not sufficient. Member buyers like to meet and talk with a sales agent when making decisions on large orders.
3. When you respond, CES is asking you to become a partner in providing quality goods and services to members at competitive prices. Partnership with a contract awarded through competitive bidding saves school districts both time and money. Time is saved by being able to purchase what is needed without having to wait through the solicitation process (write solicitation, advertise proposal, open each response, evaluate and have the board make a selection). Money is saved because each CES partner has already agreed that our members have the lowest prices it will offer to procurement units in the state.
4. Read through the section that concerns you as an offeror. Next, prepare a rough draft of your offer, fill out the forms necessary and gather all the advertising slicks you want to send 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 VENDOR

Once the award is made to the offeror, the offeror, as vendor, will assign a Project Director to coordinate operational activities with the designated representative of CES and will make monthly reports to this representative. It is the responsibility of the vendor to market the products or services to the member.

C. DUTIES OF CES

The general duties of CES include:

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

D. SPECIFICATIONS

CES has provided General Terms and Conditions. In the following part of this section, CES is providing additional Categorical Terms and Conditions that apply. In case of conflict between the General Terms and Conditions and Categorical Terms and Conditions, the latter

will apply. Additional items may be requested in the specific Categorical Terms and Conditions.

Each category contains three areas that will be weighed in accordance with Evaluation Factors. Not providing required items could classify the proposal as non-responsive.

E. LISTING OF CATEGORIES

CES has prepared one (1) RFP document that includes nine (9) proposal requests. Select the category that you choose to respond and prepare the response only for that category. You do not need to respond to all categories. Each category is divided into sections, including:

1. Categorical Scope of Work
2. Categorical Definitions
3. Categorical Terms and Conditions
4. Required Categorical Responses
5. Categorical Price and Cost Submittal

Additionally, the category may contain one or both of the following:

1. Categorical Specifications
2. Cost Evaluation Information

Category 1 Copiers and Multifunctional Digital Equipment

Categorical Scope of Work

New Mexico educational institutions have a wide variety of copier, printer and duplicator needs. In order to meet its members' needs and requests for this type of equipment, CES is seeking manufacturers and dealers to provide a variety of copiers and multifunctional digital equipment. Any interested offeror must indicate which regions of the state it is able to make available its' product line to New Mexico educational institutions. Offerors with state wide sales and service capability are preferred. However, a regional offeror will be considered if it is the most advantageous to the CES members in the individual region.

This solicitation is primarily for digital technology. Analog equipment can be offered, but only as an additional supplement to digital product line. CES will be the sole judge as to whether analog equipment will be included in any awarded contract.

Contracts awarded from this RFP may be in place up to four (4) years. With rapidly changing technology, this request is being issued with the knowledge that products offered in response to this solicitation will become obsolete and be replaced by improved equipment during the potential life of the contract. CES is asking offeror to offer its best discounts and prices on viable digital products to encourage purchasing. Great prices on outdated technology will not serve the member's interest and may result in rejection of a proposal.

CES is seeking equipment manufactured and sold by reliable national and international manufacturers. The products offered must be new equipment (realizing that manufacturers recycle many components). Any equipment offered must have new serial numbers and must be available for purchase, rental, lease and/or lease purchase. No equipment offered on a per-copy charge will be accepted or permitted under this solicitation.

Offeror must be able to service all equipment awarded to it under this solicitation. If the offeror has service available for like equipment purchased by CES members by some other means and would like to offer services, provide the necessary listing of equipment and the associated plans/costs offered. For this solicitation, like machines will include equipment manufactured for sale under private label.

Equipment requested by this solicitation is copiers and duplicators. However, in its response, offeror can include such equipment as scanners, facsimile machines, multi-functional equipment and related products as supplemental equipment.

Categorical Definitions

Analog Copier – A copy method that uses lens and mirrors to electronically duplicate an original. Each copy requires a separate scan.

Anamorphic Zoom – Only available on digital copiers; permits enlarge/reduce by differing amounts on the horizontal/vertical axis.

Back-Up – A guarantee that if the copier is down more than one day, the vendor will provide a reasonable substitute loaner at no cost.

Controller – A device that upgrades a digital copier into a multifunctional device with a printer function.

Dedicated Outlet – A copier that requires 15 or more amps usually needs a circuit specifically dedicated to the equipment permitting no other electrical appliance on the same line.

Digital Copier – A copy that scans a document, stores the image digitally and makes copies. Documents can be stored for on-demand printing.

Duplex – Copying on both sides of a page.

Energy Star – An energy efficiency approval from the US Environmental Protection Agency.

Factory-Produced New Model – Equipment that has been converted to a new model status by adding functions not available on the older equipment. The new model contains new, recycled and/or remanufactured parts that fully meet new specifications.

First Copy – The number of seconds it takes to make the first copy after the unit is warmed up and the print button is pressed.

High-Volume Copier – A copier that duplicates 50-135 copies per minute and suitable for over 175,000 copies per month.

Low-Volume Copier – A copier that duplicates below 20 copies per minute and a maximum of 10,000 copies per month.

MSRP – Manufacturers Suggested Retail Price.

Manufacturer – A vendor that markets new or newly remanufactured units as an OEM; companies that contract with an OEM to manufacture a unit under their nameplate will be considered a relabeler manufacturer.

Mid-Volume Copier – A copier that duplicates 20-49 copies per minute and a maximum of 175,000 copies per month.

Multi-Functional Products – A digital copier that also may serve as a fax machine, printer and perhaps scanner as one piece of equipment, usually serving in a network environment.

Multiple Copies – The maximum number of copies per minute the unit is capable of when printing a single side of an original letter-size document.

Newly Manufactured Equipment – Equipment that has been assembled for the first time which may contain no more than 20% used/recycled components.

Original Equipment Manufacturer (OEM) – The actual company that makes a machine no matter what brand name it is sold under.

Plain Paper Fax – A fax machine that can serve as a copier that prints on plain paper.

Relabeler Manufacturer – Companies that have other manufacturers put their label on a copier. OEMs will be considered the actual company that makes the equipment. (For example, Pitney Bowes is not an OEM, but a relabeler manufacturer of copiers built by Minolta and Panasonic.)

Remanufactured Equipment – Equipment that has been disassembled and then reassembled using new and/or recycled parts to bring the machine to an equal status with a new machine.

Remote Diagnostics – The ability to extract a machine's condition over a phone line connected to the copier.

Service Response – How quickly a vendor will respond to service a copier. This must be stated in business hours.

Software-Controlled Units – Equipment that has software or upgradeable ROM chips as a part of the unit.

Start-Up Supplies – Supplies necessary to start up the copy machine (toner, developer, etc.) that come with the machine for initial operation at the time of installation.

Total Satisfaction Guarantee – A guarantee that the buyer may have a copier replaced permanently if not satisfied, usually during the first three years of ownership. The buyer makes the decision, not the manufacturer or dealer.

Used Copiers – A secondhand copier that has been refurbished for resale. This contract will not permit sale of used copiers.

Warm Up – The time it takes a unit to reach operating temperature from a cold start, expressed in minutes and seconds.

The above definitions are adapted from recent copies of guides published by Better Buys for Business, Santa Barbara, California. Call 800-247-2185 to order.

Categorical Terms and Conditions

1. Acceptance will be at the time the equipment has been delivered, installed and made fully operational according to the manufacturer's specifications at the point of delivery. The ordering member will have sole responsibility for acceptance or rejection of delivered and installed equipment. Title to the equipment will pass to the buying member upon acceptance.
2. Vendor must provide training that will assure proper use and utilization of purchased equipment to all buying members. All manuals for the required training will be furnished

by the vendor with each equipment order. Both training and manuals will be provided at no additional cost to the buying member.

3. It will be the responsibility of the contractor and ordering member to discuss optional equipment capabilities (print, fax, scan, etc.) prior to initial equipment purchase. These pre-sale disclosure discussions are intended to ensure equipment capability and compatibility with existing or future software and/or network platforms. Final determinations to purchase awarded equipment or options will be at the sole discretion of the ordering member.
4. If a manufacturer's warranty is less than one year, the additional cost to provide a one-year warranty will be stated within the offeror's response.
5. Availability of extended service maintenance of equipment is required. For new equipment sold under this contract, extended maintenance contracts must be available to begin on the day following the end of the warranty period. For like equipment not originally sold by the vendor, maintenance contracts will be available to begin upon request from the member.
6. Vendor will not initiate or establish automatic maintenance renewals or require the ordering member to sign such an agreement. Initiation of extended service will be at the sole discretion of the CES member, and authorization to enter into maintenance agreements will be made solely upon issuance of a CES purchase order that references the applicable CES contract number and equipment to be covered. The vendor will not enter into a maintenance agreement under this RFP without first receiving a purchase order from CES.
7. Extended maintenance will include equipment service in accordance with the manufacturer's recommended schedules, as well as "will call" service. Routine service or preventive maintenance will be performed on dates and times scheduled by the contractor and member.
8. Extended maintenance pricing will be inclusive of all labor and materials (excluding paper, toner, manufactured toner/drum combination units, developer and staples), equipment, travel, per diem, and services required to maintain the equipment in accordance with the manufacturer's specifications.
9. Five or more years of maintenance must be available for all equipment offered, with the exception of low volume machines. Cost will be fixed for the first two years on all machines.
10. Vendor must have maintenance facilities or have specific agreements in force with third parties to provide maintenance to all regions of the state to which equipment is sold. Trained technicians will staff each maintenance facility and they will have sufficient parts inventory to provide quality service on awarded equipment. CES reserves the right to inspect maintenance facilities and review technician's qualifications to determine adequacy throughout the life of this contract.
11. All warranty and maintenance work performed under this contract will be solely by manufacturer trained and qualified technicians.
12. Technician response time will be within eight (8) working hours within 50 miles of the Albuquerque area, service facilities and/or service technician's base location. Technician response must be within 16 working hours of request for all other locations.
13. Maintenance to keep the equipment in operational specifications will be offered, and service must be available 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding legal holidays.

14. All defective or unserviceable worn parts will be replaced with parts approved by the manufacturer for replacement and carry the manufacturer's standard warranty.
15. Any claim by the vendor that equipment breakdown is the result of the use of independent copier supplies must be supported by written documentation from the manufacturer and/or the servicing technician that clearly states how the independent supplies caused the breakdown. Use of independent copier supplies will not void warranty or service maintenance agreements.
16. Routine service and preventive maintenance (PM) will include all cleaning, lubrication, adjustments and parts replacements recommended by the manufacturer, using the manufacturer's recommended schedules. A member can purchase supplies used in PM from the contractor, but is not required to do so.
17. If a vendor is offering equipment that has software or upgradeable ROM as a part of the unit, vendor will certify that the most current OEM software or ROM is installed with the unit at time of delivery.
18. OEM upgrades released during the first year of operation are to be installed within 45 days of release at no cost to the buyer. Upgrades of software and ROM after the first year must be available as part of any maintenance agreement, within 45 days of release and installed at no additional cost to the buyer.
19. Maintenance contracts are not required for low volume machines. However, if offered, maintenance contracts must conform to the terms of this RFP.
20. On-going telephone access will be available for members to obtain technical assistance to correct minor equipment problems and answers to questions relating to operation of the equipment. Such assistance shall be available 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding legal holidays.
21. Members will have access to replacement equipment should contracted equipment be out of service for more than 24 hours after arrival of a service technician. Said replacement equipment will be at no charge to the member and will be available until the member's equipment is returned to service.
22. Extended maintenance pricing will be on a cost per copy basis. If the cost per copy varies by monthly volume, the contractor will provide all rates and corresponding copy volumes. Minimum monthly charges, if applicable, must be provided.
23. Any total satisfaction guarantee must permit the member to decide if the copier needs to be replaced during any replacement period offered by the vendor.
24. If a total satisfaction guarantee depends on the copier operating within manufacturer specifications, those specifications must be included in the warranty. The specifications will include copy quality, unacceptable number of jams and unacceptable number of service calls or down time.
25. For leased equipment, any warranty will be in effect during the entire lease period, if the lease was provided by the manufacturer or a division of the manufacturer.
26. Any prepayment for a service contract must give a discount to the member. No prepayments that exceed one year will be allowed.
27. Leases and/or financing may be offered as part of a vendor's contract. Operating leases and/or financing can be offered by the offeror or through a specified third party subcontractor submitted to and approved by CES. However, the CES member will not be limited to using the offeror's lease or finance plan, and can use an alternative when it deems that to be in its best interest.
28. All operating leases and financing agreements must contain a non-appropriation clause and be completed on forms substantially similar to those developed by the New Mexico

Attorney General's office for state agencies. No property tax will be collected or invoiced to the CES member on leased property. A sample operating lease agreement and/or financing agreement will be included with the proposal.

29. Monthly lease payments will be based upon a factor applied to the purchase price of the equipment. The lease factor will remain firm throughout the contract. Alternate methods for determining lease payments may be offered, subject to approval by CES.
30. Interest rates for financing will be determined by applying a percentage to be indexed to U.S. Treasury Bills. Alternate methods for determining interest rates may be offered, subject to approval by CES.
31. If leases are offered, the capital value of the copier must be no higher than the discounted price of the equipment on contract. The true annual percent of interest charged must be clearly revealed to the buyer prior to any lease agreement being signed. Third party leases may not include a multi-year maintenance contract from the vendor. Either lease must clearly establish ownership rights at the end of the lease.
32. Unless vendor offers independent proof that the data is incorrect, CES will use the evaluation information published by *Better Buys for Business*, and *Buyers Laboratory Incorporated* to evaluate individual copiers offered by vendors. In the event an offered model is not described in either of these sources, CES reserves the right to use other independent sources, including telephone interviews with current users of the equipment.
33. Vendors will not offer copiers that use liquid toners. Discontinued models will be removed from the contract upon notification.
34. Any equipment that is remanufactured must be remanufactured by the OEM and must be equal to the same quality standards as a newly manufactured machine. Design changes that have been introduced since the original unit was first produced are to be incorporated, including software or ROM upgrades.
35. Equipment will include all necessary start-up supplies, except for paper, required for initial (one month) operation. Supplies for one month's operation are defined as sufficient for the monthly copy rating for the equipment. Start up supplies will be provided at the time of delivery/installation/set-up.
36. Base equipment and applicable options may be offered to meet the minimum specifications in the solicitation. Offerors choosing this option must so state it on the pricing pages.
37. The latest editions of Buyers Laboratories Incorporated, *Copier Specification Guides* and supplements will be used to determine the operational specifications of all models of copiers. BLI's productivity charts, rather than manufacturer's advertised performance, will be used to determine productivity and efficiency data to compare machines proposed.

Required Categorical Responses

1. Offeror will respond to each lettered item by checking the appropriate "Comply" or "Deviate" box. Details for deviations must be listed on a separate sheet of paper and included behind Tab 5. CES reserves the right to consider a deviation as an exception to the Category Special Terms and Conditions and must be referenced on the appropriate form.

<u>Low Volume Units</u>	<u>Comply</u>	<u>Deviate</u>
Multiple copy speed of 10-19 pages per minute single-sided and a monthly volume of 2,000 to 10,000 copies	_____	_____
Digital technology	_____	_____
Tabletop and console models	_____	_____
Scan once	_____	_____
Originals up to 8 1/2" x 14"	_____	_____
Output up to 8 1/2" x 14"	_____	_____
Reduction/enlargement	_____	_____
Stationary platen	_____	_____
Minimum paper capacity of 200 sheets	_____	_____
Multiple stock output (that is, labels and transparencies) available	_____	_____
Bypass feeder	_____	_____
Pre-selection of number of copies	_____	_____
Printer capable models available	_____	_____
Computer or network capable models available	_____	_____
Analog units with similar features offered (optional)	_____	_____

<u>Mid Volume Units</u>	<u>Comply</u>	<u>Comply</u>
Multiple copy speed of 20-49 pages per minute single-sided and a monthly volume of 10,001 to 175,000 copies	_____	_____
Digital technology	_____	_____
Scan once	_____	_____
Originals up to 11" x 17"	_____	_____
Output up to 11" x 17"	_____	_____
Reduction/enlargement (preset and zoom)	_____	_____
Automatic document feeder and automatic duplexing	_____	_____
Sorter/offset stacker	_____	_____
Finisher	_____	_____
Multiple paper stock output capable (that is, labels and transparencies)	_____	_____
Stationary platen	_____	_____
Minimum paper capacity of 200 sheets	_____	_____
Ability to add paper supply trays or drawers	_____	_____
Bypass feeder	_____	_____
Pre-selection of number of copies	_____	_____
Printer capable models available	_____	_____
Computer or network capable models available	_____	_____

<u>Mid Volume Units</u>	<u>Comply</u>	<u>Deviate</u>
Copy auditing models available	_____	_____
Analog units with similar features offered (optional)	_____	_____
<u>High Volume Units</u>		
Multiple copy speed of 50-135 pages per minute single-sided and a monthly volume of 175,001 to 750,000 copies	_____	_____
Digital technology	_____	_____
Scan once, print many	_____	_____
Originals up to 11" x 17"	_____	_____
Output up to 11" x 17"	_____	_____
Reduction/enlargement (preset and zoom)	_____	_____
Automatic document feeder and automatic duplexing	_____	_____
Sorter/offset stacker	_____	_____
Finisher	_____	_____
Multiple paper stock output capable (that is, labels, transparencies, cover stock)	_____	_____
Stationary platen	_____	_____
Minimum paper capacity of 1,000 sheets	_____	_____
Ability to add paper supply trays preferred	_____	_____
Bypass feeder	_____	_____

<u>High Volume Units</u>	<u>Comply</u>	<u>Deviate</u>
Pre-selection of number of copies	_____	_____
Book copying models available	_____	_____
Printer capable models available	_____	_____
Photo mode, booklet mode and insert mode models available	_____	_____
Computer or network capable models available	_____	_____
Copy auditing models available	_____	_____
Analog units with similar features offered (optional)	_____	_____
<u>Miscellaneous Requirements</u>		
Digital copiers and multifunctional units offered will have a copy scan resolution of 600 dpi	_____	_____
Multifunctional lines with fax capable units	_____	_____
Color copiers, both ink jet and laser models. Color copiers may be either single or multiple functional units	_____	_____
Color copier lines shall meet the applicable standards above for low volume, mid volume and high volume copiers	_____	_____
Facsimile machines must be new. Remanufactured or reconditioned used models will not be permitted	_____	_____

<u>Miscellaneous Requirements</u>	<u>Comply</u>	<u>Deviate</u>
Facsimile machines may be black and white or color	_____	_____
Facsimile machines shall be laser or inkjet and use plain paper. Thermal faxes and machines that require paper rolls will not be permitted	_____	_____
Facsimile machines must be compatible with the three basic standard communication codes used in North America (MH, MR, MMR). Product lines that offer JBIG are preferred	_____	_____
Facsimile machines shall have a modem speed of at least 56,000 bps	_____	_____
Standard fax memory shall hold a minimum of 30 pages	_____	_____
Facsimile machines shall have a minimum paper supply of 100 sheets	_____	_____
Facsimile product lines shall include PC scanning, PC fax, Internet fax, scan to email, superfine and multiple paper sizes are preferred. These features may be available as options	_____	_____
Product lines shall have additional memory	_____	_____

Deviations must be listed on a separate sheet of paper by the specification number for each deviation and placed behind Tab 5.

2. Offeror must through written documentation clearly identify the services it is proposing to provide CES members under this RFP. This will include the type, the level and the

locations of the various service facilities and technicians that will be performing under this RFP.

3. Offeror must through written documentation demonstrate its ability to deliver equipment and perform those services offered herein by providing prior experience with educational institutions and the type/kind of equipment provided. Describe your firm's pre-sale and after the sales consulting and support services offered which resulted in better CES member's understanding and satisfaction with your equipment.
4. Provide a narrative of your company's policies, procedures, and strategies to ensure quality control, responding to concerns before, during and after the purchase. Indicate what follow-up, review and over site process you have in place.

Categorical Price and Cost Submittal

1. Prices submitted for this RFP must include all costs associated with the securing, delivering, installing and maintaining proposed equipment. Costs must be broken out into equipment, supplies and services that include maintenance agreements and must be presented in a manner that is easy to understand and interrupt the various options available and/or included.
2. Offeror may 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, an established method for setting a list must be submitted so that the CES discount can be applied.
3. Price sheets. Catalogs and other pricing forms must clearly identify and describe the equipment, supplies or services offered, the item's unit of measure offered, its' ordering number, complete description and stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, or catalog, etc.
4. When providing equipment rental, leasing or lease purchase options, indicate state and provide all of the necessary information required herein, along with the associated cost(s).

Category 2 School Buses

CES has assisted its members in purchasing school buses for their student transportation needs since 1994. The vehicles obtained through the CES procurement option are used by K-12 through post secondary members to provide to and from school, commuter and special transportation for their students. The CES contract, which expires in November 2004, offers Bluebird and Thomas buses. The dollar volume purchased through this contract exceeds \$15,000,000. Members have requested that CES seek a qualified vendor to provide buses and the related services to meet their student transportation needs.

Categorical Scope of Work

CES is seeking an offeror who is qualified and experienced and can obtain, deliver and service conventional buses, transit buses, activity buses and specialty vans needed by members to meet their transportation needs. Vehicles offered under this category must meet or exceed federal, state rules, regulations and requirements which govern the transportation of students. This is not a solicitation for multi-purpose passenger vehicles, passenger cars, trucks, vans, motor homes, trailers or truck tractor rigs.

Members have two different needs for buses. One is for buses to transport students to and from home to school and the second is for buses to transport students to athletic and activity trips. In some cases these buses may be the same, but in other cases they are not. Offerors are asked to offer a complete line of vehicles to meet both of these needs.

Categorical Definitions

ADA – Americans with Disabilities Act

AISI – American Iron and Steel Institute

ANSI – American National Standards Institute

EPA – Environmental Protection Agency

NMPED – New Mexico Public Education Department

NMSHD - New Mexico State Highway Department

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 general terms and conditions. Please review them and list any deviations on the Acceptance of Categorical Terms and Conditions and place behind Tab 5.

1. The offeror must demonstrate in its' response that it has experience and can provide the buses it is proposing to offer under this RFP. Generally, any offeror that has not been in the school bus business for at least three years will not be accepted. (Exception: If the offeror has recently purchased an established business, proof of prior success in the same or closely related business can be offered.)
2. The vendor must have qualified personnel and maintain appropriate facilities to market, support and service the vehicles offered under this RFP.
3. The offeror must demonstrate that it has the credit resources and financial ability to purchase and deliver the vehicles to the member prior to issued payment. CES does not want its member, after having waited four to six months for a bus, to be told by the vendor that the factory won't deliver the bus unless payment is made prior to delivery, or when the bus arrives at the dealership. Upon delivery to the member, payment will be made to the vendor according to the terms of this RFP.
4. The vendor must provide the member with cost effective ongoing service, training and technical support during and after the warrantee period.
5. The scope of work and minimum specifications provided herein are intended to establish and define the quality and characteristics of the desired vehicles requested. All vehicles offered must meet or exceed the State of New Mexico minimum standards/requirements for student transportation/school buses. Specifications found herein have come from multiple sources which currently provide acceptable vehicles to New Mexico educational institutions, such as Blue Bird, Thomas and International. These specifications are not intended to be exclusive or restrictive. Offeror can offer alternative solutions that meet the quality and performance characteristics in the specifications. CES will review such offers and be the final judge on the acceptance of alternative specifications.
6. The vendor must provide any warranty services required with factory authorized or approved technicians in the area of work to be performed. The offeror will indicate in its response the location(s) of the service facilities and the types of warranty work authorized at each. If any warranty work is to be performed by a third party outside vendor's facility, it must be identified and a location referenced. All special conditions relating to warranty work that must be met by the member to have work done must be clearly identified herein.
7. The vendor must provide out-of-warranty repair services with ASE-Certified Master School Bus Technicians. The offeror must provide in its response all terms, conditions and costs associated with these services.
8. Replacement parts must be new and from the original equipment manufacturer. All rebuilt parts offered must be clearly identified as such and must carry a specified warranty against defects in materials and workmanship. Maintenance parts will be from a nationally recognized manufacturer and must meet or exceed the equipment/vehicle manufacturer's specifications.
9. The vendor must stock and/or have access to replace any maintenance parts for all vehicles and vehicle accessories offered under this RFP. On standard parts, the vendor must offer next day or second day delivery if requested by the member.

10. If maintenance or extended warranties are offered, the offeror must provide complete and detailed description of each, along with the terms, conditions and costs.
11. All student transportation vehicles offered under this RFP must meet or exceed the minimum standards/requirements for school buses, as established and implemented by the Federal Transportation Administration, New Mexico Department of Transportation and the New Mexico Public Education Department.
12. Upon receiving a purchase order from CES, the vendor will provide CES and its member with a delivery date for the vehicle ordered. If requested, the vendor will provide CES and its member with periodic updates on the delivery schedule. If for any reason the manufacturer is unable to deliver the bus on the original scheduled date, the vendor will inform CES and its member of the re-scheduled delivery date. The vendor must agree that any order for a vehicle can be canceled (or re-negotiated, wholly at the option of the CES member) if the vehicle is not up to specifications when delivered from the factory, is more than 30 days past normal delivery (60 days if special options ordered), or if either party must delay or cancel because of force majeure.
13. The vendor may accept trade-ins as part of any procurement under this category. The offeror must clearly identify the method(s) that will be used to determine the trade-in vehicle's current market value. Trade-in values will be noted on all quotes and invoicing processed under this category.
14. Members purchasing from this category may need assistance in determining and ordering the most cost effective transportation vehicle that will meet their student transportation needs. The vendor must provide the member with technical support and assistance in assessing, evaluating, and understanding the types of vehicles that are available, the options and the associated value of each.
15. The vendor may offer pre-owned/used school buses that meet or exceed the National Highway Traffic Safety Administration, New Mexico Transportation Department and the New Mexico Public Education Department Student Transportation Division's standards and requirements. The vendor must perform and provide the following.
 - a. A certified technician must inspect and test all components and verify that the pre-owned/used bus is operational and functional.
 - b. All non-functional or defective components must be repaired and/or replaced.
 - c. The vendor will provide CES and its member with documentation stating that the vehicle is pre-owned/used and will verify that its current operational condition meets or exceeds federal, state and manufacturer's standards and requirements. No vehicle with structural damage will be offered.
 - d. Vehicles which have recalls will not be offered on this contract unless repaired to meet the safety standards required. The member must be informed that, upon request, a complete list of all recalls for the model/year being purchased is available. Written evidence that the manufacturer's recommended modifications and repairs on all recalls have been completed will be provided to the member.
 - e. Prior to the member purchasing a pre-owned vehicle, the vendor must provide the member with a written warranty clearly identify and stating the terms, conditions and stipulations which may apply to the vehicle.
 - f. The vendor must provide documentation that clearly states the method used and the current market value of any pre-owned/used vehicle offered.
16. The offeror must demonstrate its relationship with the product manufacturers offered under this category. For reference and evaluation purposes, please provide behind Tab 5 a photocopy of your New Mexico dealer's license, manufacturer authorization

documentation, signed letter from an officer of the manufacturer that guarantees that the manufacturer will deliver the bus ordered at the price offered in the event the dealer ceases business, and proof of insurance document that identifies the amount of insurance you carry. (CES recommends a \$5-million dollar product liability policy to protect you as a vendor.)

17. Any bus offered under this category that is intended to be used for the transportation of disabled students must comply with all Federal ADA, Transit Administration, State of New Mexico Department of Transportation and the New Mexico Public Department of Education, Student Transportation Division rules and regulations.
18. Engines offered must be Cummins, Caterpillar, John Deere, International, Detroit Diesel, Ford, GM, Hercules or equal.
19. Transmissions will be Allison or equal.

Categorical Specifications

CES and its members are seeking a complete line of buses to fulfill all of the student transportation needs. This Request for Proposal requests that the offeror provide information and documentation to establish:

1. The product lines it will use to meet the needs of the members.
2. The product lines and services offered meet or exceed the minimum requirements established by the governmental agencies that oversee student transportation in the State of New Mexico.
3. Experience, human and physical resources to provide the products requested and to meet the needs of members.

Below is an overview of the types and kinds of vehicles requested under this category.

1. The Type A school bus is defined as a van conversion or body constructed on a van-type chassis that has a GWR of 10,000 pounds or less and is designed to carry 10 or more people.
2. The Type B school bus is defined as a conversion or body constructed and installed upon a van or front-section vehicle chassis that has a GWR of more than 10,000 pounds and is designed to carry 10 or more people. Most of the engine is beneath and/or behind the windshield and beside the driver's seat. The entrance door is behind the right front wheel.
3. The Type C school bus has a body installed upon a flat back cowl chassis, has a GWR of 10,000 pounds or more and is designed to carry 10 or more people. The entire engine is in front of the windshield and the entrance door is behind the right front wheel and across from the driver.
4. The Type D school bus is basically a transit style bus that has a GWR of 10,000 pounds or more and is designed to carry 10 or more people.

As there are many variations and configurations available for each type of vehicle referenced, the list below gives a general overview of the areas of concern that will be used by CES and its members to evaluate and determine the vehicle that best meets the needs of the member. The offeror must provide behind Tab 8 the specifications for each

of the product line(s) of Type A, B, C, and D chassis/school buses that are being proposed under this category. Provide documentation that vehicles offered under this proposal meet or exceed the New Mexico Department of Transportation and Public Education Department Student Transportation Division regulations and requirements.

- | | |
|---|--|
| a. Air Cleaner, Fuel and Oil Filters | aa. Front Fenders |
| b. Axles | ab. Frame |
| c. Fuel Tank Location | ac. Fuel System |
| d. Brakes | ad. Speed Governors (options available) |
| e. Front Bumpers | ae. Heating and Cooling System |
| f. Transmission and Clutch System | af. Defrosting Equipment |
| g. Engine Cooling System | ag. Instrument Panel |
| h. Drive Shaft | ah. Shock Absorbers and Front/Rear Springs |
| i. Battery | ai. Steering Gears and Splash Guards |
| j. Alternator | aj. Tires, Rims, Spare |
| k. Electrical Wiring | ak. Turning Radius |
| l. Lighting, Lamps, Turn Signals | al. Mirrors |
| m. Exhaust System | am. Metal Treatment |
| n. Tailpipe Location and Size | an. Rub Rails |
| o. Weight Distribution and Undercoating | ao. Seat and Crash Barriers |
| p. Aisle | ap. Step Well for Loading Students |
| q. Body Construction | aq. Book Racks |
| r. Rear Bumper | ar. Horn |
| s. Body Paint Standard | as. Handicap Student Features |
| t. Undercoating | at. Back-Up Lamps, Flashers, Alarms |
| u. Resistance to Salt, Abrasion, and Fire | au. Other Comparisons |
| v. Service Doors and Emergency Exits | |
| w. Kinds of Windows Available; Windshield | |
| x. Windshield Washers and Wipers | |
| y. Circuits and Wiring Codes | |
| z. Flooring, Insulation | |

Provide the specifications of Type A, B, C and D buses if designed for special education use and compare them to the New Mexico Department of Transportation/Public Education Department Student Transportation Division regulations and requirements.

- av. General Requirements for Lifts
- aw. Special Service Entrances and Doors
- ax. Fastening Devices and Restraining Devices
- ay. Special Lights, Aisles, Seats, Heaters
- az. Other Comparisons

If you plan to offer CNG, LP or dual fuel gas systems, provide the specifications for a typical Type A, B, C and D body and compare them to the New Mexico Department of Transportation/Public Education Department Student Transportation Division regulations and requirements.

- ba. Carburetion Equipment
- bb. Fuel Containers

- bc. Safety and Valve Checks
- bd. Clearances
- be. Other Comparisons

Identify the engines, available, gas and/or diesel, with various transmission options.

5. Every manufacturer of school buses has features it believes makes their transportation vehicles special and unique. Sometimes these unique features are identified in a solicitation as required specifications, thus closing the doors on other makes of vehicles to be considered. The offeror will identify these features under Required Categorical Response if the vehicles offered have the feature listed, or if they have a similar feature that, in their opinion, is equal to or better than proposed (place behind Tab 5).
6. The offeror will identify features on the vehicles it offers that it believes makes their vehicles more advantageous. Explain why these features should be taken into consideration in the evaluation process and in any purchasing decision. (Place behind Tab 8) The following are examples:
 - a. Driver's seat is adjustable 10 ways without tools.
 - b. Optional center-mounted fuel tanks.
 - c. Rust-proofing on metal parts before assembly.
 - d. Color coded and numbered wiring.
 - e. Sliding driver's side window with defroster.
 - f. Auto-resetting circuit breakers.
 - g. Design allows engine removal through front of coach.
 - h. 48 passenger version has turning radius of only 24.8 feet.
 - i. General Motors V8 that easily converts to CNG.
 - j. A standard 5-year/120,000 mile warranty.
7. The following are minimum Type A School Bus Specifications:
 - a. 14 Passenger Type A School Bus Chassis Minimum Specifications
 - 1) The bus must comply with all applicable federal, State of New Mexico and industry standards and requirements.
 - 2) Alternator – 145 amp configuration
 - 3) Axles – Front 4,100 lbs., rear 6,084 lbs., full floating 4.10 rear axle ratio
 - 4) Back-up alarm – installed
 - 5) Battery – 600 CCA
 - 6) Brakes – 4-wheel ABS, power assisted, disc front and rear, cable to rear parking brake
 - 7) Bumper – Black front and rear, as provided by chassis manufacturer
 - 8) Chassis Color – Wheels, front and rear bumper black
 - 9) Electrical System – 12 volt
 - 10) Engine – 6.0L V8 gasoline
 - 11) Exhaust System – Installed
 - 12) Fuel Tank – 30 gallon, inboard left side frame mounted
 - 13) Gauge Cluster – Speedometer, odometer, voltmeter or amp meter, oil pressure, water temperature and fuel analog gauges, upper beam head lamp indicator, brake system signal and turn signal

- 14) Horn – Sound level produced must be between 82 and 102 dB(A)
- 15) Oil Filter – Spin on type
- 16) Splash Guards – Front and rear
- 17) Steering – Power, tilt steering installed
- 18) Suspension – Front and rear heavy-duty hydraulic shocks, front independent coil springs, rear tapered leaf three stage
- 19) Tires – Four LT245/75R 16x16E BSW radials
- 20) Transmission – 4-speed automatic overdrive, heavy-duty
- 21) Wheelbase – As specified by the manufacturer for the specified seating capacity
- 22) Aisle – In accordance with New Mexico requirements
- 23) Capacity – 14 passengers
- 24) Doors – Driver's door, left side as provided by chassis manufacturer. Entrance door, double leaf outward opening with two-step entrance
- 25) Dimensions – 65 inch headroom, length, width and height as specified by the manufacturer for the specified seating capacity
- 26) Emergency Exit – Single rear center door with single latch system, ajar buzzer and anti-hitch exterior handle. Door size will be in accordance with New Mexico requirements, clear opening, upper and lower glass.
- 27) Floor – Heavy-duty RCA rubber or equal. The floor under the seats, over the wheelhouses to be covered with 125 aisle and entrance stops shall be slip resistant 1875 rubber. Floor seams to be covered with galvanized steel strips.
- 28) Heaters – Front heater and windshield defroster will be as supplied by the chassis manufacturer
- 29) Lights – Either lamp exterior system. At a minimum, interior lights will include four dome lights and one step-well light.
- 30) Mirrors – Rear view and cross-over mirrors will be in accordance with New Mexico requirements.
- 31) Paint Body Exterior – National school bus yellow baked on high solid polyurethane exterior paint. Exterior roof will be white.
- 32) Restraining Barrier – 38 inches high
- 33) Rub Rails – Two rails, 16 gauge located on each side of bus
- 34) Seats – Passenger seats will be seven (7) each 30 FMVSS restraining seats. Driver's seat will be as supplied by the chassis manufacturer.
- 35) Safety Equipment – First aid kit, body fluid kit, reflectors (triangular warning devices), seat belt cutter and fire extinguisher (dry chemical type), mounted with easy access.
- 36) Stepwell – Will have two (2) full depth steps of equal height, with ribbed rubber tread and white step nose.
- 37) Stop Signals – Will consist of four sets of yellow and red flashing lights mounted on the front and rear of the bus in accordance with New Mexico requirements, along with flashing lights located on the dash.
- 38) Undercoating – Floor and wheel housings will be undercoated. Entire underside of body will be coated using an asphalt-base or rubber-base undercoating material.
- 39) Ventilator – Non-closing type of ventilator will be installed in the front roof panel.
- 40) Wheel Wells – Will be satin coated or pre-primed steel or aluminum and will be properly sealed to prevent corrosion.

- 41) Windows – Passenger windows will meet minimum standards and be an unobstructed opening of 190 square inches.
 - 42) Windshield – As supplied by the chassis manufacturer.
 - 43) Wiring – Will be color-coded and will meet applicable state and federal standards.
 - 44) Options – Air conditioning, front O.E.M. dash air, rear heater 20,000 BTU, hot water type located under seats or in a position that will not hinder passenger comfort, circulation inside the vehicle, or wheelchair placement.
- b. 14 Passenger Dual Rear Wheel Type A School Bus Chassis Minimum Specifications
- 1) The bus will comply in all aspects with applicable federal, State of New Mexico and industry standards and requirements.
 - 2) Alternator – 145 Amp configuration
 - 3) Axles – Front 4,100 lbs., rear 7,200 lbs., full floating 4.10 rear axle ratio
 - 4) Back-Up Alarm – Installed
 - 5) Battery – 600 CCA
 - 6) Brakes – 4-wheel ABS, power assisted, disc front and rear, cable to rear parking brake
 - 7) Bumper – Black front and rear, as provided by chassis manufacturer
 - 8) Chassis Color – Wheels, front and rear bumper black
 - 9) Electrical System – 12-volt
 - 10) Engine – 6.0L V8 gasoline
 - 11) Exhaust System – Installed
 - 12) Fuel Tank – 30 gallon, inboard left side frame mounted
 - 13) Gauge Cluster – Speedometer, odometer, voltmeter or amp meter, oil pressure, water temperature and fuel analog gauges, upper beam head lamp indicator, brake system signal and turn signal
 - 14) Horn – Sound level produced must be between 82 and 102 dB(A)
 - 15) Oil Filter – Spin on type
 - 16) Splash Guards – Front and rear
 - 17) Steering – Power, tilt steering installed
 - 18) Suspension – Front and rear heavy-duty hydraulic shocks, 4,100 lbs. capacity front independent coil springs, 7,200 lbs. capacity rear parabolic leaf springs
 - 19) Tires – Six (6) LT245/75R 16x16E BSW radials
 - 20) Transmission – 4-speed automatic overdrive, heavy-duty
 - 21) Wheelbase – As specified by the manufacturer for the specified seating capacity
 - 22) Aisle – In accordance with New Mexico requirements
 - 23) Capacity – 14 passengers
 - 24) Doors – Driver's door, left side as provided by chassis manufacturer. Entrance door, double leaf outward opening with two- step entrance.
 - 25) Dimensions – 65 inch headroom, length, width and height as specified by the manufacturer for the specified seating capacity
 - 26) Emergency Exit – Single rear center door with single latch system, ajar buzzer and anti-hitch exterior handle. Door size in accordance with New Mexico requirements, clear opening, upper and lower glass.
 - 27) Floor – Heavy-duty RCA rubber or equal. The floor under the seats, over the wheelhouses to be covered with 125 aisle and entrance steps shall be slip resistant 1875 rubber. Floor seams to be covered with galvanized steel strips.
 - 28) Heaters – Front heater and windshield defroster shall be as supplied by the chassis manufacturer.

- 29) Lights – Eight (8) lamp exterior system. Interior lights will include at a minimum, four dome lights and one stepwell light.
 - 30) Mirrors – Rear view and cross-over mirrors shall be in accordance with New Mexico requirements.
 - 31) Paint Body Exterior – National school bus yellow baked on high solid polyurethane exterior paint. Exterior roof shall be white.
 - 32) Restraining Barrier – 38 inches high
 - 33) Rub Rails – Two rails, 16 gauge located on each side of the bus
 - 34) Seats – Passenger seats will be seven (7) each 30 FMVSS restraining seats. Driver's seat as supplied by the chassis manufacturer.
 - 35) Safety Equipment – First aid kit, body fluid kit, reflectors (triangular warning devices), seat belt cutter and fire extinguisher (dry chemical type), mounted with easy access.
 - 36) Stepwell – Will have two (2) full depth steps of equal height, with ribbed rubber tread and white step nose.
 - 37) Stop Signals – Will consist of four (4) sets of yellow and red flashing lights mounted on the front and rear of the bus in accordance with New Mexico requirements, along with flashing lights located on the dash.
 - 38) Undercoating – Floor and wheel housings will be undercoated. Entire underside of body will be coated using an asphalt-base or rubber-base undercoating material.
 - 39) Ventilator – Non-closing type of ventilator will be installed in the front roof panel.
 - 40) Wheel Wells – Will be satin coated or pre-primed steel or aluminum and will be properly sealed to prevent corrosion.
 - 41) Windows – Passenger windows will meet minimum standards and be an unobstructed opening of 190 square inches.
 - 42) Windshield – As supplied by the chassis manufacturer
 - 43) Wiring – Will be color-coded and will meet applicable state and federal standards.
 - 44) Options – Air conditioning, front O.E.M. dash air, rear heater 20,000 BTU, hot water type located under seats or in a position that will not hinder passenger comfort, circulation inside the vehicle or wheelchair placement.
8. The following are minimum Type C School Bus Specifications:
- a. 72 Passenger Type C School Bus Chassis Minimum Specifications
 - 1) The bus will comply in all aspects with applicable federal and New Mexico State standards and requirements.
 - 2) Alternator – 130 amp configuration
 - 3) Axles – Front 10,000 lbs. rear single reduction 17,500 lbs.
 - 4) Battery – 1,900CCA
 - 5) Brakes – Full air brake system to meet applicable FNIVSS
 - 6) Bumper – Black front and rear will be plate steel die-formed one-piece full wrap around as specified in the New Mexico minimum requirements.
 - 7) Chassis Color – Wheels and front bumper will be black
 - 8) Electrical System – 12 volt system
 - 9) Engine – Diesel, electronic, 195 HP with 520 ft./lbs. of torque
 - 10) Exhaust System – Installed
 - 11) Frame – Will be appropriate size and design to support GVW
 - 12) Fuel Tank – 35 gallon tank, inboard left side frame mounted

- 13) Gauge Cluster – Speedometer, odometer, voltmeter or amp meter, oil pressure, water temperature, fuel, air pressure analog gauges. Upper beam head lamp indicator, brake system signal, turn signal and air pressure alarm.
- 14) Horn – Dual electric, able to produce a sound level between 82 and 102dB(A)
- 15) Oil Filter – Spin-on type
- 16) Splash Guard – Front and rear
- 17) Steering – Hydraulic power steering, tilt/telescoping wheel installed
- 18) Suspension – Front 10,000 lb. parabolic taper leaf springs with heavy-duty shock absorbers. Rear spring 17,500 lb. ride springs with heavy-duty shock absorbers.
- 19) Tires – 11r/225 16 ply radials
- 20) Transmission – Allison 2000 series, 5 speed overdrive
- 21) Aisle – In accordance with New Mexico requirements
- 22) Capacity – 72 passengers
- 23) Doors – Entrance door will be a manual pull type, double leaf outward opening with three-step entrance
- 24) Dimensions – 73 inch head room, length, width and height will be as specified by the manufacturer for the specified passenger capacity
- 25) Emergency exit – Will be a door, to include hold back, cam operated on point slide bar, exterior handle
- 26) Floor – Sub-floor will be 5/8 inch B-C grade treated plywood covered. Floor covering to be smooth rubber under seats with ribbed rubber center aisle. Aluminum or steel strips on joints of floor covering.
- 27) Heaters – Front heater 90,000 BTU heater/defroster, rear heater 80,000 BTU under-seat unit
- 28) Lights – Exterior eight (8) lamp system, interior lights consist of a minimum of six (6) dome lights and one stepwell light.
- 29) Mirrors – Rear view and cross-over mirrors in accordance with New Mexico minimum requirements.
- 30) Paint – National school bus yellow backed on high solid polyurethane. Roof will be white.
- 31) Restraining/Barrier – 38 inches high
- 32) Rub Rails – Minimum of three (3) rails, located on each side of the bus
- 33) Safety Equipment –First aid kit, body fluid kit, reflectors (triangular warning devices), seat belt cutter and fire extinguisher (dry chemical type), mounted with easy access
- 34) Seats – Passenger seats will be 24 39 FMVSS seat belt ready seats (12 left side, 12 right side); driver's seat will have an adjustable back.
- 35) Stepwell – Will consist of three (3) full depth steps of equal height, with ribbed rubber treads and white step nose.
- 36) Stop Signals – Will consist of four (4) sets of yellow and red flashing lights mounted on the front and rear of the bus in accordance with New Mexico requirement, along with flashing lights located on the dash.
- 37) Undercoating – Floor and wheel housing will be undercoated. Entire underside of body will be coated using an asphalt-base or rubber-base undercoating material.
- 38) Ventilator – Non-closing type of ventilator will be installed in the front roof panel
- 39) Wheel Wells – Will be satin coated or pre-primed steel or aluminum. Will be properly sealed to prevent corrosion.

- 40) Windows – Each passenger window will provide an unobstructed opening of a minimum of 190 square inches
- 41) Wiring – Will be color-coded and will meet applicable federal and state standards.
9. The following are minimum Type D School Bus Specifications:
 - a. 84 Passenger Type D Rear Mounted Engine School Bus Chassis Minimum Specifications
 - 1) The bus will comply in all aspects with applicable federal and state standards and requirements.
 - 2) Alternator – 130 amp configuration
 - 3) Axles – Front 12,000 lbs. rear single reduction 19,000 lbs.
 - 4) Battery – 1900CCS
 - 5) Brakes – Full air brake system to meet applicable FNIVSS
 - 6) Back-Up Alarm – Installed
 - 7) Bumper – Black front and rear will be embossed 12 gauge plate steel die-formed one-piece full wrap around as specified in the New Mexico minimum requirements.
 - 8) Chassis Color – Wheels and back bumper will be black
 - 9) Electrical System – 12-volt system
 - 10) Engine – Rear mounted, diesel, electronic, 210 HP with 520 ft./lbs of torque
 - 11) Exhaust System – Installed
 - 12) Frame – Will be appropriate size and design to support GVW of bus
 - 13) Fuel Tank – 60 gallon tank
 - 14) Gauge Cluster – Speedometer, odometer, voltmeter or amp meter, oil pressure, water temperature, fuel, air pressure analog gauges. Upper beam head lamp indicator, brake system signal, turn signal and air pressure alarm.
 - 15) Horn – Dual electric, able to produce a sound level between 82 and 102 dB(A)
 - 16) Oil Filter – Spin-on type
 - 17) Splash Guard – Rear
 - 18) Steering – Hydraulic power steering, tilt/telescoping wheel installed
 - 19) Suspension – Front 12,000 lb. parabolic taper leaf springs with heavy-duty shock absorbers. Rear spring 19,000 lb. ride springs with heavy-duty shock absorbers.
 - 20) Tires – 11r/22.5 16 ply radials
 - 21) Transmission – Allison 2000 series, 5-speed overdrive
 - 22) Aisle – In accordance with New Mexico requirements
 - 23) Capacity – 84 passengers
 - 24) Doors – Entrance door will be a manual pull type, double leaf outward opening with three-step entrance
 - 25) Dimensions – 73 inch head room, length, width and height will be as specified by the manufacturer for the specified seating capacity
 - 26) Emergency Exit – Rear mounted door, to include holdback, cam operated on point slide bar, exterior handle in accordance with New Mexico requirements. One roof escape hatch.
 - 27) Floor – Sub-floor shall be 5/8 inch B-C grade treated plywood covered. Floor covering to be smooth rubber under seats with ribbed rubber center aisle. Aluminum or steel strips on joints of floor covering.
 - 28) Heaters – Front heater 90,000 BTU heater/defroster, rear heater 80,000 BTU under-seat unit.

- 29) Lights – Exterior eight (8) lamp system, interior lights consist of a minimum of six (6) dome lights and one stepwell light.
 - 30) Mirrors – Rear view and cross-over mirrors in accordance with New Mexico minimum requirements.
 - 31) Paint Exterior – National school bus yellow baked on high solid polyurethane. roof will be white.
 - 32) Restraining/Barrier – 38 inches high
 - 33) Rub Rails – Minimum of three(3) rails, located on each side of the bus
 - 34) Safety Equipment – First aid kit, body fluid kit, reflectors (triangular warning devices), seat belt cutter and fire extinguisher (dry chemical type), mounted with easy access.
 - 35) Seats – Passenger seats will be 28 39 FMVSS seat belt ready seats (14 left side, 14 right side); driver’s seat will have an adjustable back. Flip seat adjacent to left-hand side emergency door.
 - 36) Stepwell – Will consist of three (3) full depth steps of equal height, with ribbed rubber treads and white step nose.
 - 37) Stop Signals – Will consist of four (4) sets yellow and red flashing lights mounted on the front and rear of the bus in accordance with New Mexico requirements, along with flashing lights located on the dash.
 - 38) Undercoating – Floor and wheel housing will be undercoated. Entire underside of body will be coated using an asphalt-base or rubber-base undercoating material.
 - 39) Ventilator – Con-closing type of ventilator will be installed in the front roof panel.
 - 40) Wheel Wells – Will be satin coated or pre-primed steel or aluminum. Will be properly sealed to prevent corrosion.
 - 41) Windows – Each passenger window will provide an unobstructed opening of a minimum of 190 square inches. Include two (2) push-out windows and one (1) rear emergency window.
 - 42) Wiring – Will be color-coded and will meet applicable federal and state standards.
- b. 84 Passenger Type D Front Engine School Bus Chassis Minimum Specifications
- 1) The bus will comply in all aspects with applicable federal and state standards and requirements.
 - 2) Alternator – 130 amp configuration
 - 3) Axles – Front 13,200 lbs., rear single reduction 19,000 lbs.
 - 4) Battery – 1,900CCA
 - 5) Brakes – Full air brakes system to meet applicable FNVSS
 - 6) Back-Up Alarm – Installed
 - 7) Bumper – Black front and rear, will be embossed 12 gauge plate steel die-formed one piece full wrap around, as specified in the New Mexico minimum requirements.
 - 8) Chassis Color – Wheels and front bumper will be black
 - 9) Electrical System – 12-volt system
 - 10) Engine – Front mounted, diesel, electronic, 210 HP, with 520 ft./lbs. of torque
 - 11) Exhaust System – Installed
 - 12) Frame – Will be appropriate size and design to support GVW of bus
 - 13) Fuel Tank – 60 gallon tank
 - 14) Gauge Cluster – Speedometer, odometer, voltmeter or amp meter, oil pressure, water temperature, fuel, air pressure analog gauges. Upper beam had lamp indicator, brake system signal, turn signal and air pressure alarm.

- 15) Horn – Dual electric, able to produce a sound level between 82 and 102 dB(A).
- 16) Oil Filter – Spin-on type
- 17) Splash Guard – Rear
- 18) Steering – Hydraulic power steering, tilt/telescoping wheel installed
- 19) Suspension – Front 13,200 lbs. parabolic taper leaf springs with heavy-duty shock absorbers. Rear spring 19,000 lbs. ride springs with heavy-duty shock absorbers
- 20) Tires – 11r/22.5 16 ply radials
- 21) Transmission – Allison 2000 series, 5 speed overdrive
- 22) Aisle – In accordance with New Mexico requirements
- 23) Capacity – 84 passengers
- 24) Doors – Entrance door will be a manual pull type, double leaf outward opening, with three-step entrance.
- 25) Dimensions – 73 inch headroom, length, width and height will be as specified by the manufacturer for the specified seating capacity.
- 26) Emergency Exit – One roof mounted escape hatch.
- 27) Floor – Sub-floor will be 5/8 inch B-C grade treated plywood covered. Floor covering to be smooth rubber under seats with ribbed rubber center aisle. Aluminum or steel strips on joints of floor covering.
- 28) Heaters – Front heater 90,000 BTU heater/defroster, rear heater 80,000 BTU under-seat unit.
- 29) Lights – Exterior eight (8) lamp system, interior lights consist of a minimum of six (6) dome lights and one stepwell light.
- 30) Mirrors – Rear view and cross-over mirrors in accordance with New Mexico minimum requirements.
- 31) Paint Exterior – National school bus yellow baked on high solid polyurethane. roof will be white.
- 32) Restraining/Barrier – 38 inches high
- 33) Rub Rails – Minimum of three (3) rails, located on each side of the bus
- 34) Safety Equipment – First aid kit, body fluid kit, reflectors (triangular warning devices), seat belt cutter and fire extinguisher (dry chemical type) mounted for easy access.
- 35) Seats – Passenger seats will be 28 39 FMVSS seat belt ready seats (14 left side, 14 right side) driver's seat will have an adjustable back. Flip seat adjacent to left-hand side emergency door.
- 36) Stepwell – Will consist of three (3) full depth steps of equal height, with ribbed rubber treads and white step nose.
- 37) Stop Signals – Will consist of four (4) sets yellow and red flashing lights mounted on the front and rear of the bus in accordance with New Mexico requirements, along with flashing lights located on the dash.
- 38) Undercoating – Floor and wheel housing will be undercoated. Entire under-side of body will be coated using an asphalt-base or rubber-base undercoating material.
- 39) Ventilator – Non-closing type of ventilator will be installed in the front roof panel.
- 40) Wheel Wells – Will be satin coated or pre-primed steel or aluminum. Will be properly sealed to prevent corrosion.

- 41) Windows – Passenger windows will provide an unobstructed opening of a minimum of 190 square inches. Include two push-out windows and one rear emergency window.
- 42) Wiring – Will be color-coded and will meet applicable federal and state standards.
10. The following are minimum specifications for an Over-the-Road Activity Bus:
 - a. 84 Passenger Type D Rear Mounted Engine School bus Chassis Minimum Specifications
 - 1) The bus will comply in all aspects with applicable federal and state standards and requirements.
 - 2) Alternator – 160 amp configuration
 - 3) Axles – Front 13,200 lbs., rear single reduction 23,000 lbs.
 - 4) Battery – 1,900CCA
 - 5) Brakes – Full air brakes system to meet applicable FNIIVSS
 - 6) Back-Up Alarm – Installed
 - 7) Bumper – Black front and rear will be embossed 12 gauge plate steel die-formed one piece full wrap around, as specified in the New Mexico minimum requirements.
 - 8) Chassis Color – Wheels and back bumper will be black.
 - 9) Electrical System – 12-volt system
 - 10) Engine – Rear mounted, diesel, electronic, 210 HP with 520 ft. /lbs. or torque
 - 11) Exhaust System – Installed
 - 12) Frame – Will be appropriate size and design to support GVW of bus.
 - 13) Fuel Tank – 100 gallon tank
 - 14) Gauge Cluster – Speedometer, odometer, voltmeter or amp meter, oil pressure, water temperature, fuel, air pressure analog gauges. Upper beam head lamp indicator, brake system signal, turn signal and air pressure alarm.
 - 15) Horn – Dual electric, able to produce a sound level between 82 and 102 dB(A)
 - 16) Oil Filter – Spin-on type
 - 17) Splash Guard – Rear
 - 18) Steering – Hydraulic power steering, tilt/telescoping wheel installed
 - 19) Suspension – Front 13,200 lb. parabolic taper leaf springs with heavy-duty shock absorbers. Rear spring 23,000 lbs. ride springs with heavy-duty shock absorbers.
 - 20) Tires – 22.5/70RX SF radials
 - 21) Transmission – Allison 2000 series, 5 speed overdrive
 - 22) Aisle – In accordance with New Mexico requirements.
 - 23) Capacity – 46 passengers
 - 24) Doors – Entrance door will be a manual pull type, double leaf outward opening with three step entrance.
 - 25) Dimensions – 77 inch headroom, length, width and height will be as specified by the manufacturer for the specified seating capacity.
 - 26) Emergency Exit – Side mounted door, in accordance with New Mexico requirements. One roof escape hatch.
 - 27) Floor – Sub-floor will be 5/8 inch B-C grade treated plywood covered. Floor covering to be smooth rubber under seats with ribbed rubber center aisle. Aluminum or steel strips on joints of floor covering.
 - 28) Heaters – Front heater 90,000 BTU heater/defroster, rear heater 80,000 BTU under seat unit, 12,000 BTU driver's heater.

- 29) Lights – Exterior eight (8) lamp system, interior lights consist of two (2) row dome lights and one stepwell and driver’s dome light.
 - 30) Mirrors – Rear view and cross-over mirrors in accordance with New Mexico minimum requirements.
 - 31) Paint Exterior – National school bus yellow baked on high solid polyurethane. Roof will be white.
 - 32) Restraining/Barrier – 38 inches high
 - 33) Rub Rails – Minimum of three (3) rails, located on each side of the bus
 - 34) Safety Equipment – First aid kit, body fluid kit, reflectors (triangular warning devices), seat belt cutter and fire extinguisher (dry chemical type) mounted for easy access.
 - 35) Seats – Passenger seats will be will be airplane type seat non-reclining, seat belt ready seats (14 left side, 14 right side) driver’s seat will have an adjustable back.
 - 36) Stepwell –Will consist of three (3) full depth steps of equal height, with ribbed rubber treads and white step nose.
 - 37) Stop Signals – Will consist of four (4) sets yellow and red flashing lights mounted on the front and rear of the bus in accordance with New Mexico requirements, along with flashing lights located on the dash.
 - 38) Undercoating – Floor and wheel housing will be undercoated. Entire under-side of body will be coated using an asphalt-base or rubber-base undercoating material.
 - 39) Ventilator – Non-closing type of ventilator will be installed in the front roof panel.
 - 40) Wheel Wells – Will be satin coated or pre-primed steel or aluminum. Will be properly sealed to prevent corrosion.
 - 41) Windows – Passenger windows will provide an unobstructed opening of a minimum of 190 square inches. Include two push-out windows and one rear emergency window.
 - 42) Wiring – Will be color-coded and will meet applicable federal and state standards.
 - 43) Under body pass through luggage compartment
 - 44) Radio AM/FM, CD, PA with eight (8) speaker system
 - 45) ACC power socket
11. The following are minimum specifications for vehicle replacement and repair parts, maintenance and other related equipment and supplies.
- a. Service related equipment (mechanics tool sets, jacks, equipment lifts, shop tools, etc.) will not be allowable under this category.
 - b. Specialty and/or proprietary tools or equipment directly related to a specific vehicle offered and is required for proper service, maintenance and day-to-day operation of the vehicle will be offered.
 - c. Safety equipment will include, but not be limited to: back-up arms, crossing guard arms, daytime running lights, fire extinguishers, mirrors, strobe lights and triangle kits.
 - d. Undercarriage and suspension parts will include, but not be limited to: air bags, chassis springs, drag links, kingpin kits, power steering filters, shock absorbers, steering gear pumps and gears and tie rod ends.
 - e. Brake and wheel end parts will include, but are not limited to: air compressors and dryers, caliper kits, chambers, diaphragms, drums, master cylinders, brake pads and shoes, tube and tubeless rims, side and lock rims, rotors, wheel bearings, seals, etc.

- f. Electrical parts will include, but not be limited to: alternators, auxiliary heaters, batteries, battery cables, heaters and terminals, block heaters, circuit breakers, heater motors, horns, wire connectors, lighting fixtures and replacement parts, etc.
- g. Exhaust parts will include, but not be limited to: brackets, clamps, pipes and tubing.
- h. Engine maintenance parts will include, but not be limited to: charge air coolers, engine components, fans, filters, overhaul kits, radiators, thermostats, water pumps and other related supplies.
- i. Transmission, clutch and axle parts will include, but not be limited to: center bearings, clutches, flywheels, manual and automatic transmissions, U joints, yokes and repair kits.
- j. Hood and cowl parts will include, but not be limited to: big screens, fuel caps, hoods, instrument and panel gauges and wiper blades.
- k. Lubricants and chemicals will include, but not be limited to: fiberglass body filter, oil and grease, shop chemicals, paints, etc.
- l. Seats will include replacement parts.
- m. Window parts will include, but are not limited to: replacement glass, windshield and other related window parts.

Categorical Required Responses

1. Through written documentation, the offeror must clearly identify the student transportation vehicles they are proposing under this RFP. This will include information relating to the areas noted in Categorical Specifications. (Place behind Tab 8)
2. Through written documentation, the offeror must demonstrate its ability to provide the student transportation vehicles requested herein. Offeror must demonstrate its experience and past record in fulfilling educational institutions needs; and demonstrate it possesses the human, financial and physical resources to perform those services that may be required before, during and after the purchase of a vehicle. Documentation may include but is not limited to: information relating to location, size of facilities and the human resources available at each; resumes and experience of personnel; letters of reference from satisfied customers; listing of training and services that have been and will be made available; where and by whom these services will be provided. Offeror will include manufacturer's authorization, certification, letters of commendations and awards received. Place behind Tab 5.
3. Provide a narrative of your company's policies, procedures and strategies to ensure quality and timely warrantee and repair services to your customers. Do you offer road, onsite or only shop services? Include how your firm responds to concerns before, during and after the sale. Indicate what follow-up, review and over site process you have in place. What activities and/or programs have you put in place to assist customers in maintaining their vehicles. Place behind Tab 5.
4. Provide a narrative describing and indicating the resources, methods and type inventories that your firm has available and/or has on hand to supply the CES members with replacement parts and maintenance supplies for the vehicles you have proposed under this category.

Categorical Price and Cost Submittal

1. Prices submitted for vehicles offered under this category must be broken out into the various components used to configure individual vehicles and establish the delivered/purchased price. Retail price list must be provided for standard vehicle components, optional equipment, dealer set-up and delivery fees, service labor rates, replacement parts, maintenance tools and supplies.
2. Prices submitted are to be based on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, an established method for setting a list price must be submitted so that the CES discount can be applied. Price list may be submitted in either paper or electronic format. Electronic format must be accessible by Microsoft XP Excel or Access or other self contained method that does not require CES to possess a special software application and must be pre-approved by CES.
3. Price sheets, catalogs and/or other pricing forms must clearly identify and describe the vehicles, parts, or supplies, 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.
4. For labor rates, the offeror will provide a complete list of any labor rates that may be required to comply with and perform the services requested within this category.
5. When providing service or training costs, indicate an hourly or daily rate.
6. If extended warranties and/or maintenance plans are offered, provide the terms, conditions and associated cost of each.
7. A detailed description of each base bus configuration you are offering must be submitted with its associated cost. For each additional bus that deviates from the base bus specifications, a separate full description and price schedule must be included. Provide a full price schedule for each manufacturer and/or product line offered.
8. A detailed description of the various special need student transportation vehicles with available options will be submitted with all of the associated costs.
9. For bus options offered, provide a detailed description and price schedule for all options offered. The options price schedule will include manufacturer's name and price list date and number, manufacturer's list price, percent of discount offered to CES members, and net CES price for each line item.
10. If offering used buses, provide a methodology for pricing all types, models and configurations offered. The preferred used bus pricing methodology will use an industry source for pricing, such as the Yellow School Bus Book. Please describe the methodology and include the discount offered to CES members, and how the net CES price is arrived at for the used buses. Provide the discount rate or multiplier to be applied to the pricing source (Yellow School Bus Book, or equal). Provide a sample page from the pricing source you intend to use.
11. Provide a price schedule for any maintenance contracts/agreements you propose to offer to CES members under this category. The pricing must include detailed information as to how the contracts are priced, the pricing method (per mile, per month, per year, etc.) and the lengths of contract available. The preferred services price schedule will include your standard maintenance pricing, CES discount and CES price.
12. If you offer volume discounts if CES members purchase a number of vehicles at one time, provide a schedule of additional discounts, if any, for volume purchases. Said schedule must indicate the additional discount to be added to the base discount and the applicable price point for each level of volume discount. If volume discount varies by

bus type or manufacturer, provide a complete volume discount schedule for each type of bus and/or manufacturer.

13. As noted in the categorical scope of work, CES and its members are seeking offerors who can provide a complete line of vehicles and services. CES is asking the offeror to prepare and submit a price quote, for cost evaluation purposes, for a single vehicle that you would offer for each of the basic bus specifications listed under Vehicle Specifications. Place at the front of Tab 5.

Category 3 Network Consulting and Technology Training and Support Services

Most of the educational institutions in New Mexico have adopted and use network and computer technology. A lot of this is due to the institutions receiving e-rate monies from the federal government and technologies grants from the New Mexico Public Education Department. CES has vendors under contract to provide the design and to install the physical infrastructure, network hardware, servers, computer workstations and other related items. Often CES members experience turnovers in technology personnel, or their personnel does not have the knowledge to support the systems in operation or does not have the time available to perform and/or complete all of the tasks required. Also, because the technology changes rapidly, it is hard for in house staff to keep up, whether it is in hardware, operating systems or basic software applications.

In order to assist and support the members' needs in the day-to-day operation, administration, maintenance and support of the various local, wide networks, servers and software applications running in the CES member's institution, CES is seeking an offeror(s) who has the experience and both the human and physical resources to provide both on-site and remote services.

Categorical Scope of Work

CES is seeking providers of technical support and training services. CES understands that there may not be an offeror that can provide all of the specialized services requested herein. Therefore, offerors are asked and encouraged to submit a proposal to provide those services with which they have experience.

In order for the offeror to demonstrate its expertise, CES will outline a scenario which might be encountered by the offeror. This will include the types and level of services requested, the locations where services may be delivered and the delivery method that would be used. Awarded vendors under this category will not be allowed to provide and/or install new infrastructure, network and/or computer hardware. They will be allowed to provide and assist the CES member in obtaining and installing replacement components and parts. They will provide technical and hands-on support and in some cases hardware, software and application training for network administrators, computer technicians and end users. CES is seeking a solution that, as its primary goal, would improve delivery of these services to users within its members' institutions. This would increase the knowledge and productivity of the member's staff while complementing existing services being provided and helping to meet their on-going technology needs.

Categorical Definitions

ANSI – American National Standards Institute

CPSC – Consumer Product Safety Commission

EIA – Electronic Industries Association

FCC – Federal Communications Commission

IEEE – Institute of Electrical and Electronics Engineers

ISO – International Standards Organization

ISO 9000/9001 – International Standards Organization Quality Standards

MVIP – Multi-Vendor Integration Protocol

NEC – National Electrical Code

NMPED – New Mexico Public Education Department

RFI - Radio Frequency Interference – Interference to the radio frequency band caused by other high frequency equipment or devices in the immediate area

SCSA – Signal Computing Systems Architecture

TIA – Telecommunications Industries Association

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

1. In addition to the insurance specified in the General Terms and Conditions, the offeror will procure and maintain throughout the contract period, professional liability insurance with minimum limits of \$1,000,000 (each claim and/or each wrongful act and/or each loss) and an unimpaired aggregate limit of \$1,000,000. Retroactive liability date (if applicable to claims-made coverage) will be the same as the effective date of the contract. The policy will cover professional misconduct or lack of ordinary skill for those services defined in the Request for Proposal. A certificate of insurance must be provided to substantiate that the contractor complies with this requirement.

2. The offeror must understand that for many CES members and especially those in remote and rural locations, one of the greatest challenges to receiving high-level and cost effective technology support and training services is having locally based qualified resources. Some members often cannot afford the dedicated manpower necessary to support existing network infrastructure and hardware, computer hardware and software needs. That, combined with being geographically remote from a larger metropolitan area, makes acquisition of this type of service cost prohibitive. The offeror must propose a solution that can be delivered on a timely and cost effective basis through either an on-site or remote delivery system.
3. The offeror must demonstrate it possesses both experienced human resources as well as the physical resources to adequately serve the regions identified within its response.
4. The offeror must demonstrate that it possesses the capability and capacity to provide the following network infrastructure, administrative and management services.
 - a. Technical support and help desk – Provide the necessary facilities and staff to receive phone calls, e-mail or faxes from CES member technologists relating to system design; operational concerns and issues; trouble shooting and correcting existing problems. The support may include but is not limited to providing research information and suggested web sites to find and/or download reference material or program files/fixes; consulting and talking the user through a resolution or process.
 - b. On-site technical support – In the event that remote support and troubleshooting is not practical or effective, the offeror must have an experienced technician to provide services to assess, evaluate and assist the member's technologist in resolving the problem, concern or issue in a timely manner. Services offered may include, but are not limited to assessing and determining network problems; setting up and configuring servers and network services; trouble shooting and resolving user problems relating to e-mail and access, etc.
 - c. Types of services
 - 1) Desktop support may include but is not limited to hardware and software troubleshooting on servers and workstations; system repair, virus checking and updating, application of appropriate software patches, and general preventative maintenance on designated systems. Offeror must verify and ensure that user and configuration standards are identified and supported by the existing network system design and configuration, thereby improving overall standardization, system uptime and performance.
 - 2) Server support may include but is not limited to system administration, standard backup and recovery services, and system troubleshooting and repair for servers. CES recognizes that many members have technologists who provide basic server support. The offeror would be asked to augment and provide support services when and where needed and/or requested.
 - 3) Cabling support may include but is not limited to providing basic cable troubleshooting, minor repair services and assisting member in determining problems related to cabling, hardware or software, etc.

- 4) Training services may include but is not limited to network and administration and management; operating system setup and configuration; e-mail set up, configuration and administration; server based application set up, configuration and administration; network printer setup and configuration, etc.
5. In developing solutions to meet CES member's needs, the offeror will interact with the member and conduct an assessment, evaluate and review the existing network infrastructure, servers and other related hardware and software components. Offeror and member will jointly establish the level and type services needed to supplement and support the existing member's resources. The offeror will prepare a proposal that clearly identifies and describes the level and type of services to be provided, their frequency, by whom and from where they will be provided and the delivery systems to be used, that is, remote or on-site. As part of the proposal estimate the amount of resources necessary to complete the proposed services and all associated costs. For the member to plan for system support, maintenance and accurately budget for the cost of services offered, provide a cost detail.
6. The offeror will provide a variety of training solutions and opportunities, whether at the offeror's facilities or the member's facilities. In its response, offeror will clearly identify and describe the types, kinds, levels of training it proposes. Provide a detailed price schedule.
7. The offeror must demonstrate that it has the experience and qualifications, along with the human and physical resources, to provide classroom-based, web-based and on-site training to CES members. The training services requested are intended for users of information technology solutions, that is, administrators, office staff, teachers and other personnel. Said training will be applicable to a variety of information technology platforms and software solutions/applications in the beginner, intermediate and advanced levels.
 - a. The offeror will comply with all copyright requirements (that is, Microsoft, Cisco, Adobe, etc.) for courses taught under this category.
 - b. The offeror will be responsible for all permits, licenses, fees or charges necessary and incidental to the lawful conduct of its performance under this category. Offeror will be in compliance with all federal, state, local or industry standards, regulations and requirements.
 - c. The offeror will certify employees/instructors who have been fully and properly trained for the areas of instruction they are assigned.
 - d. The offeror must demonstrate that it is an established and experienced training provider with facilities to provide an hands-on instructional environment.
 - e. After each training session, the offeror must provide a phone and e-mail help desk for participants as a follow-up service. It must be staffed by skilled individuals and must be available during normal business hours.
 - f. The offeror must have the appropriate product certification, manufacturer's authorization or instructor status for each of the application training sessions offered. Place behind Tab 5.

- g. The offeror must demonstrate its past performance by providing a calendar of open enrollment classes that have not been canceled or rescheduled for the last six (6) months. Place behind Tab 5.
- h. Training facilities and course materials
 - 1) The offeror will provide a classroom environment that is clean, organized, comfortable and conducive to learning. The classroom will contain up-to-date properly functioning equipment that is set up and configured for the program(s) being taught.
 - 2) Materials and equipment will be provided in sufficient quantity to provide full-time access for all students enrolled in a class (that is, each student will have access to a computer).
 - 3) Course materials must be current and directly applicable to the software and/or system covered.
- 8. If the offeror intends to offer students to audit (makeup) portions of a class missed, or to receive updated materials within a certain period from the date of enrollment, note the terms and conditions for such offerings. Place behind Tab 6.
- 9. Content areas of instruction may include but are not limited to systems design, management and control; application deployment; network connectivity, management and controls; website design and development; basic computer skills; and desk top publishing, office, accounting, other related program and applications. CES and its members reserve the right to accept and/or reject training services proposed under this category.
- 10. End users training for the beginner, intermediate and advanced levels shall be made available to CES members. Such training must be sufficient enough to provide the student with the knowledge and skills necessary to use and apply the software or system in the day-to-day work environment. Day, evening and weekend class schedules are desired. A variety of end user training courses will include but not be limited to Outlook, FrontPage, Access, PowerPoint, Project, Windows, Excel, Word, HTML web page development, etc.

Required Categorical Responses

- 1. Through written documentation, offeror must clearly identify the services it is proposing under this RFP. Provide a complete listing and description of the type, kind and level of services offered. Place behind Tab 5.
 - a. Services offered under No. 4, Network Infrastructure, Administrative and Management Services.
 - 1) Provide a list of and describe the services you offer, along with the level and availability of each.
 - 2) Provide a list of the physical locations where each of the services is offered and where the staff member(s) providing those services will be housed or dispatched from. (Facility name, phone and fax numbers, address)

- 3) Provide resumes for the technical service providers and support staff that will be performing under this RFP. Please indicate the services that each individual will provide.
- b. Services offered under No. 5, Classroom-Based, Web-Based and On-Site Training Services.
 - 1) Provide a list of and describe the training services you offer, along with the level and availability of each.
 - 2) Provide a complete list of the course titles, the various levels offered and whether or not the student can earn educational credit or program certification if completed successfully, that is, community college credit, Microsoft certification.
 - 3) Provide a list of the physical locations where each of the training sessions will be offered or the location from where staff member(s) providing the on-site training sessions will be dispatched. (Facility name, phone and fax numbers, address)
 - 4) Provide resumes for training instructors you have employed. Please indicate the content areas that each instructor will provide.
2. Through written documentation, offeror must demonstrate its ability to perform the services offered herein by providing prior experience with and references from educational institutions or public sector employers who have used the services offered herein. Provide the scope of work provided to each, the type, kind and level of services provided. Also provide the period of time in which the services were provided.
3. Provide a narrative of your company's policies, procedures and strategies to ensure quality control, responding to concerns before, during and after services have been provided. Indicate what follow-up, review and over site process you have in place to ensure customer satisfaction.
 - a. Do you have a customer satisfaction vehicle to gather customer feedback? If so, please provide a copy.
 - b. Do you have a policy or procedure you use to resolve issues dealing with guarantee of customer satisfaction?
 - c. What process does your firm use to ensure that your service and support personnel stay current in their fields of expertise?
4. Provide samples of brochures, fliers and/or catalogs that you might use to promote this contract if awarded. Describe in a written narrative of how, if awarded under this category, you would promote and market your services to CES members.

Categorical Price and Cost Submittal

1. Prices submitted for this category must be broken out into supplies, materials, reimbursables and labor as separate cost line items unless there are set fees for a particular activity or task that includes all costs. A prices schedule with prices, along with a clear and detailed description of all activities, tasks, products and/or services proposed must be placed behind Tab 6.

2. Offerors are encouraged to base prices submitted on a fixed discount off an MSRP or published price list used as part of their day-to-day operations. If a price list or MSRP is not available, an established method for setting the normal and customary price must be submitted so that the CES discount can be applied.
3. Price sheets. Catalogs and/or other pricing forms must clearly identify and describe the supplies or material or services, its unit of measure offered and its stated price and must indicate the CES discount off the price sheet, catalog, etc.
4. If you intend to provide rental equipment in order to conduct and/or perform services offered here, all associated costs must be clearly identified. Indicate an hourly, daily and weekly rate.

Category 4 Janitorial Services

Categorical Scope of Work

CES members are always looking for ways to cut costs, and many are considering an outside source to supplement their janitorial department. Likewise, member charter schools are also looking at acquiring janitorial services as a purchase service instead of hiring their own work force. In an attempt to assist its' members in acquiring these services, CES is seeking a vendor(s) who possesses the experience and qualifications to provide janitorial services. This may include, but is not limited to providing labor, equipment, materials and supplies to clean the facilities.

Categorical Definitions

ADA – Americans with Disabilities Act

EPA – Environmental Protection Agency

ISO – Insurance Services Office

MSDS – Material Safety Data Sheets

OSHA – Occupational Safety and Health Administration

QCP – Quality Control Program

Categorical Terms and Conditions

1. The vendor must demonstrate its ability to provide janitorial service with in-house staff as described herein.
2. The vendor will complete each task in a professional, workmanlike manner, and will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby and the public shall be paramount.
3. It is the ultimate responsibility of the vendor to provide facilities that are uniformly clean, hygienic, orderly and attractive, which will reflect favorably upon the member and the vendor. The actual frequency that tasks are performed may vary depending on user traffic, building renovation work, weather conditions and other uncontrollable and unpredictable factors. Regardless of these factors, the vendor will maintain industry standards.
4. The member reserves the right to add or delete items or services specified within a project if requirements change during the course of the project. Prices for items and services to be added or deleted from the project will be agreed upon by the member and the vendor.

All modifications of the project's scope of work will be in writing and clearly identify any additions or deletions.

5. The vendor will provide the labor, materials and equipment necessary to clean and provide maintenance services, except as otherwise specified in any project's scope of work. Tasks will be performed with the highest of standards.
6. All services provided and materials used will be in accordance with acceptable industry standards and all federal, state and local guidelines, rules and codes. Products used will be environmentally safe, used in accordance with product directions and be subject to approval of the member's representative(s). The vendor will provide to the member's representative(s) all material safety data sheets (MSDS) for all products.
7. The vendor, or a designated representative, will be responsible for all matters affecting work hereunder. If this representative changes, the member's representative(s) must be notified in writing within (5) days after the change.
8. The vendor acknowledges and recognizes that other program activities, repair and maintenance operations may be conducted at the sites by member's work forces and other parties under contract with the member. The vendor may be required to modify or curtail certain tasks and operations when this occurs.
9. Locks and Keys
 - a. Access to member's facilities will be in accordance with instructions, and keys and/or security cards will be issued or provided by the member's representative(s). Access may include special instructions about security systems installed at the facilities. The vendor will take all reasonable precautions to ensure that security of the facilities and internal equipment, furnishings and other items are maintained at all times.
 - b. The vendor will be responsible for the keys assigned to it and will assign these keys to its personnel for use in maintaining the facility. The vendor will be responsible for the proper use and safe keeping of all keys issued by the member to the vendor.
 - c. When leaving the facility, the vendor's staff will ensure that all external windows and doors are closed and secured. If the vendor's staff fails to properly secure a facility, the member will deduct any resulting fees and/or the cost of member staff time required to correct the situation from the vendor's monthly payment.
 - d. The vendor will report all lost or stolen keys to the member's representative(s) within 24 hours after discovery of the loss. The vendor will reimburse the member for the total cost, as determined by member, of re-keying the facility or duplicating additional keys.
 - e. Upon expiration or termination of individual projects performed under this solicitation, the vendor will immediately return all keys, cards, remote controls, etc., to the member.
10. Temporary Suspension of Work
 - a. The member's representative(s) will have the authority to suspend work by the vendor, wholly or in part for such period as necessary due to unsuitable work conditions, failure of vendor to carry out directions, unsafe or hazardous conditions or failure to perform in accordance with this solicitation.
 - b. The vendor will request permission of the member's representative(s), during member business hours, to temporarily suspend work wholly or in part for such period as necessary due to unsuitable, unsafe, or hazardous work conditions or failure of member to notify the vendor's representative(s) of changes in locks, security codes or access to facilities being cleaned.

11. The vendor will be responsible for ensuring that all reasonable precautions are taken to protect furnishings, fixtures, equipment, computers, telephones, copying machines, flooring, window coverings, carpeting, fax machines, telecommunications and electrical equipment and cables and all other physical objects in facilities being cleaned. If offeror causes loss or damage, offeror will pay the member to repair or replace the equipment.
12. At no cost to the member, the vendor will furnish all supplies: all trash receptacles, trash receptacle liners, sanitary napkins, paper towels, toilet paper, toilet seat covers, hand soap and all related dispensers. They include but are not limited to:
 - a. Toilet paper will be of 100% post consumer waste content, double ply, such as Fort Howard or approved equivalent.
 - b. Paper towels will be of 100% post consumer waste content, semi-bleached, multi-fold, such as Fort Howard or approved equivalent.
 - c. Wax, such as Able's Diamond Cote Premium Grand Floor Finish or equivalent.
 - d. Stripper and wax for wood floors.
 - e. Roll paper towels, when used, in kitchens and coffee stations.
 - f. Germicidal cleaner to be used in all child care areas.
 - g. Paper toilet seat covers.
13. At the option of the member, walk off mats will be provided at all exterior entrances to the building and in all kitchen areas. Mats are to be a minimum of 18 linear feet by 3 feet wide. Mats should be on a regular service/cleaning schedule to maintain a clean appearance at all times. A minimum rotation of every two (2) weeks will be enforced.
14. No supplies will be used that the member or the manufacturer of the product determines would be harmful to any other part of the buildings, occupants, contents or equipment. As part of any proposal offered under this solicitation, the vendor will provide a "supply list" of products and supplies with brand names and estimated quantities needed for the proposed project. Upon receipt of the proposal, the member may require samples of the products offered to determine if they meet their requirements. Prior to starting a project, the vendor will provide the member's representative(s) with product brochures and the material safety data sheets (MSDS).
15. The vendor is responsible for conducting its own assessment and evaluation of the facilities to be serviced to determine the paper goods, soaps, cleaners, etc., necessary to maintain the building's bathrooms, kitchens, etc.
16. The vendor will be responsible for refilling or restocking dispensers in accordance with the task specifications established for each project. The vendor will also ensure proper distribution and monitoring of these supplies to prevent waste, theft or other abuse.
17. The vendor, as a component of the project's cost(s), will provide: all chemicals, cleaning agents, floor stripper, floor sealer and finish, carpet shampoo and spotting agents, furniture cleaner and polish, chrome or other metal polish, graffiti remover and other cleaning related supplies. All cleaning agents, finishes and polishes are subject to review and approval by member's representative(s).
18. The member's representative(s) will identify and authorize the vendor to use a designated area for storage as needed. If the designated area is shared with member's personnel, the vendor will clearly identify materials and supplies belonging to the vendor. The member will strive to provide a locked storage area to the vendor.
19. Adequate paper supplies and hand soap will be stored in locked housekeeping closets on each floor. Designated member employees will have keys to these closets in the event supplies need to be replenished during the day.

20. Cleaning Equipment

- a. All cleaning equipment, including power drive floor scrubbing machines, back pack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all motor trucks, etc. needed for the performance of the work of individual projects, will be furnished by the vendor. Such equipment will be of the size and type customarily used in work of this kind and no equipment will be used which is harmful to the buildings or their contents. The vendor will indicate within each project's proposal an "equipment list" to include the amount of equipment to be provided and the manufacturer of the same.
 - b. Equipment such as brooms, mops and vacuums will be available for use by the member's staff when needed. The member will assume full responsibility when using the equipment.
 - c. Electrical power of 110 volts will be furnished by the member at existing power outlets for the vendor's use to operate such equipment as is necessary in the operation of its work. The vendor will be responsible for any damage to the electrical outlets and their covers caused by the improper use of equipment. Member will also provide hot and cold water for use by the vendor.
21. The vendor will not use member's facilities, property or equipment, including copy machines, telephones, fax machines, computers, calculators, typewriters and other items for personal or company business, unless authorized in writing by the member. Breaks and meal times will be taken in the break or lunch eating areas only. The vendor's telephones will be used only for emergencies or to call the member's representative(s).
22. The vendor will provide a method(s) to enable member's staff to contact the representative of the vendor assigned to an individual project site, who is proficient in English, to take action regarding inquiries, complaints and emergencies. The vendor's representative will reply to the member's representative(s) request within one hour after contact has been made.
23. If, during members normal hours of operation, action is required to prevent impending injury, death or property damage, the member can, after attempting to notify the vendor's representative(s), cause such action to be taken by the member work force. The member can then charge the vendor the cost thereof, or can deduct such cost from future monies due the vendor.
24. All complaints will be resolved as soon as possible after notification, but in all cases within the next date of scheduled janitorial services, and to the satisfaction of the member's representative(s). If any complaint is not resolved within this time, the member will be notified immediately of the reason for not resolving the complaint, followed by a written report to the member within five (5) days. If the complaint is not resolved to the satisfaction of member, the member can take action to correct the complaint. The cost incurred by member will be deducted from payments due the vendor.
25. Occupational Safety and Health Administration (OSHA) Guideline Compliance
- a. Material Safety Data Sheets – The vendor will furnish the member's representative(s) copies of material safety data sheets (MSDS) for all products used prior to beginning service in any facility. The vendor must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's MSDS must be provided to the member, prior to the product being used.

- b. The material safety data sheets must be in compliance with OSHA Regulation 1910.1200, Paragraph g.
 - c. Labeling of hazardous materials – The vendor will comply with OSHA Regulation 1919.1200, Paragraph f, concerning the labeling of all chemical containers.
 - d. Caution signs – The vendor will use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to member. Caution signs will be on-site on commencement of the project.
 - e. OSHA guidelines of blood pathogens – The vendor will comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in janitorial service. The vendor will be responsible for compliance on start date of the individual project performed under this solicitation, and will provide proof to the member's representative(s).
 - f. Due to the nature of custodial work, proof of compliance with OSHA Regulation 1920.1200, Hazard Communication, will be provided to the member prior to commencement of the project.
 - g. Failure of the vendor or its employees to comply with all applicable laws, regulations and rules will permit the CES and its' member to immediately terminate the vendor's contract without liability.
26. Labeling of Supplies and Chemicals – The vendor will purchase and issue all chemicals in their original containers. Precautionary warning labels will be affixed to all applicable containers as prescribed by law, regulatory agencies or the member. Marking or labeling of materials containing hazardous or toxic substance or wastes will be in accordance with all federal, state and local laws, ordinances, rules and regulations.
27. Slip Resistance – The vendor will verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors will be corrected immediately.
28. Germicidal Properties – The vendor will use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) registration number.
29. Facility Checks – The vendor will perform daily on site safety checks of both the interior and exterior of the facility. The safety checks will be recorded on site and be posted in each facility office on a form provided by the facility manager.
30. Hours and Days of Custodial Services – The basic daily hours of janitorial service will be established and agreed upon by the member and the vendor as part of the project proposal process. Days of service may include but are not limited to Monday through Saturday for a period of time set by the member. The vendor and the member will determine what holidays will or will not be worked. The member can request additional days for special activities, that is, summer cleaning or athletic events.
31. The vendor must notify the member's representative(s) of any problems or service interruptions within 24 hours or next business day. Unavoidable service disruptions may be made up, at the sole discretion of the member's representative(s). Costs associated with services that cannot be made up will be subject to action provided for herein. Repeated custodial service interruptions without justification or approval of the member's representative(s) will be subject to action provided for herein.
32. Day janitorial services can include but are not limited to:

- a. The vendor will provide daily janitorial service Monday through Friday for the time period identified within each individual project's proposal. The work hours will be clearly identified and agreed upon, in writing, by the member's representative and the vendor. If the member requests that the hours be adjusted, it must be agreed upon by the vendor.
 - b. The main functions of the day janitor are to thoroughly clean and restock all bathrooms/classrooms in the building, to assist the member's staff in set up, take down and moving furniture as needed and perform other cleaning duties as may be assigned by the facility manager, that is, setting up and taking down lunch room furniture and cleaning the areas; preparing for an assembly or athletic event. If these types of services are to be provided, they must be listed as part of the project scope of work and their associated costs included in the cost proposal.
 - c. The day janitorial staff will meet and abide by all of the member's local policies and dress codes, including but not limited to fire drill and evacuation training, uniforms, identification, etc. The day janitors must be able to communicate in oral and written English. No on-site vendor supervisor is required, but there will be a supervisor or responsible person available via telephone should it be necessary. The on-site supervisor will be the member's representative(s).
 - d. The member, together with the vendor will determine the cleaning and other support to be provided, but they will not exceed the standards described and agreed upon in the project's proposal for daily housekeeping and related services.
33. Janitorial Service Schedules:
- a. Within 10 working days of receiving the CES purchase order, the vendor will submit a work schedule to the member's representative(s) for review and approval. Said work schedule will be based on contract period identified in the vendor's proposal (that is, weekly, monthly, semi-annual, and annual tasks).
 - b. The vendor will submit revised schedules to the member's representative(s) when actual performance differs substantially from planned performance. The member representative(s) will accept or reject the revision within five (5) working days prior to scheduled time for the work.
 - c. At the discretion of the member's representative(s), monthly meetings between the vendor's and the member's representative(s) may be scheduled to review and determine progress and address any changes in schedules, problem areas, etc.
 - d. Changes or variations in scheduling may be necessitated by the member's special events, assemblies, athletic events, community activities, etc. The vendor will adapt to any or all schedules to meet requests of the member's needs. If there are additional costs to these requests, they must be identified in writing prior to the schedule being approved and implemented.
34. Supervisor(s) – The vendor will provide necessary on-site supervision if requested by the member. Vendor's supervisor(s) will be literate and conversed in the English language. Vendor's supervisor(s) will also be capable of communicating fully with all of the vendor's employees in the event they do not speak English. The member's authorized representative will be the sole judge of the communication level. The daytime janitor will be conversant in the English language. The vendor will provide documentation that the supervisor has the experience and is paid at a higher rate than the employees he or she supervises. If an on-site supervisor is required, the supervisor will be on site during the entire shift, but may leave to accomplish tasks related to the member's project.

Depending on the scope of the project, the supervisor may be required to provide some of the services offered. If the regular supervisor is absent, the vendor will provide a substitute of equal or greater skills. The vendor will be required to provide to the member the name, position and resume of the supervisor prior to him/her beginning work. The vendor will provide and maintain telephone service to the supervisor of each project and messaging services for the use of the supervisor for work-related messages.

35. Mandatory Qualifications for Contractual Personnel

- a. The buildings will be fully staffed on the first day of work in accordance with the project proposal. All personnel will receive close and continuing first-line supervision as defined in the vendor's proposed scope of work.
- b. Janitors employed by the vendor will be fully trained and skilled in safe and proper housekeeping techniques. The vendor will provide sufficient documentation to demonstrate that adequate training has been provided. The vendor will submit documentation outlining its' training program and method of verifying employee competency. Failure to do so may be cause for CES to consider the vendor to be in non-compliance of the requirements of this solicitation. The use of janitors who are not adequately trained may be sufficient grounds for termination of the vendor's contract with CES.
- c. The vendor will have criminal background checks done on all personnel assigned to a project performed under this solicitation prior to the service provider starting work on the project and at least once per year thereafter. The vendor will immediately inform the member's representative(s), by certified mail, of any employee's criminal/sexual convictions.
- d. Upon receipt of a CES purchase order, the vendor will supply the member's representative with a complete list of all employees who will work at the facility. Each of these employees will be adequately trained, have had a criminal background check and a drug test. If the vendor uses employees not on the list, the member can order that person(s) off the property and deduct the cost of a full eight (8) hours labor from the monthly invoice. Repeated use of employees not on the list may be grounds for termination of the contract.

36. Employee Identification and Building Access

- a. All employees will wear uniforms with the company name/logo. Uniforms will be approved by the member's representative and will not be dirty, stained or torn.
- b. Identification badges will be furnished by the vendor and worn by all vendor's employees while on member premises. The badge will have the employees' picture, name, signature and employee identification number.
- c. Access to member's building(s) will be as directed by the member's CES representative. Vendor's employees will not leave the premises during working hours except in cases of emergency, or with approval of the member's representative or vendor's supervisor.
- d. Prior to starting a project, member will furnish the vendor with a list of contacts and phone numbers for each facility to be used in case of an emergency.
- e. The vendor will inform its employees of restricted areas where their access is forbidden. Restricted areas will be designated by the authorized member's representative(s).
- f. Access requirements to areas of a facility will be established by the member. The vendor's employees will be responsible for controlling access to these areas by others

- during the performance of their services. All doors which are locked before will be re-locked upon completion of their cleaning activities.
37. Vendor's Quality Control Program (QCP)
 - a. The vendor will establish a complete QCP to ensure that the requirements of each project performed under this solicitation are met as specified in the project proposal. A draft QCP will be submitted as part of the offeror's response. Place behind Tab 5. Likewise, prior to the start of any project the vendor will submit to and receive approval from the member's representative(s) for the QCP. The QCP will be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable to the member.
 - b. The offeror will tailor an inspection system for the facility and cover all services stated in the tasks and frequencies segment of the project proposal. The offeror will prepare a checklist for use during the performance of the work. When an inspection is completed by either the member's representative or offer's representative, he/she will date and sign the inspection report.
 - c. An on-site file of all inspections conducted by the member and/or vendor's representative, and the corrective action taken if deficiencies were noted, will be maintained. This file will be made available to either of the parties during the term of the project.
 38. Daytime Emergency Housekeeping Service
 - a. The vendor will have an individual available who can respond to day time housekeeping emergencies. The person will be fully trained in safe and sanitary housekeeping procedures, be an employee of the vendor and be familiar with the member's facilities.
 - b. The vendor will provide an emergency day time telephone number to the member.
 - c. The vendor will respond on-site within two (2) hours after an emergency call is made.
 - d. If daytime emergency services are to be provided as part of vendor's proposal, outline all costs. Vendor will charge a minimum of two (2) hours for each emergency response.
 39. It will be the responsibility of the vendor to inspect, identify and report any condition(s) that renders any portion of the site(s) unsafe, as well as any unsafe practices relating to the environment or the performance of the services offered. The member's representative(s) will be immediately notified of any unsafe condition. If needed, vendor will assist the member by summoning emergency assistance while at the site(s).
 40. The vendor's staff will be informed of the project, together with its cleaning/maintenance requirements and schedule(s). An outline of the task requirements and schedule for each facility will be kept with each crew. If any task cannot be completed within the project cleaning schedule time line, the member will be immediately notified.
 41. The services to be performed under each project through this solicitation will be subject to the general control and approval of the member. The vendor will not comply with requests and/or orders issued by anyone other than the member's representative or his designated representative(s) acting for the member. Any change to the project must be agreed upon and approved in writing by the member and the vendor.
 42. Each project covered by this solicitation will have a project term that is requested by the member and agreed upon by the vendor prior to the issuing of a CES purchase order. The project term can vary from one week to one year and will depend upon the member's needs.

43. A project term can be extended and/or renewed based upon this solicitation's terms and conditions as long as any award under this solicitation has not expired. A project renewal period can be up to one year and renewed annually as long as the award is in place. The member will give its notice of intent to renew in writing to the vendor 90 days before the expiration date of the current project period. This notice will not be deemed to commit the member to renew the project for the renewal period, until such time as the vendor receives a CES purchase order for the extension period.
44. The vendor will purchase certificate of insurance naming the member as co-insurer prior to the beginning of any project covered by this solicitation. In addition to those listed under the "General Terms and Conditions" section, the insurance coverage will include the following provisions:
 - a. All deductibles or self-insured retention will appear on the certificate(s) of insurance issued.
 - b. The member, its officers, employees, agents and volunteers will be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 - c. The offer's insurance will be primary over any applicable insurance or self-insurance maintained by the member.
 - d. Will provide 30 days written notice to the member before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
 - e. All coverage for subcontractors of the vendor will be subject to all of the requirements stated herein.
 - f. All deductibles or self-insured retention will appear on the certificate(s) and will be subject to approval by the member. At the option of the member, either the insurer will reduce or eliminate such deductible or self-insured retention, or the vendor will be required to procure a bond guaranteeing payment of losses and related claims expenses.
 - g. Failure to comply with any reporting provisions of the policy(s) will not affect coverage provided the member, its officers/officials, agents, employees and volunteers.
 - h. The insurer will agree to waive all rights of subrogation against the member, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
 - i. The vendor will furnish the member a certificate of insurance, including endorsements affecting coverage. The certificate is to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
 - j. All insurance will be placed with insurers maintaining an A.M. Best rating of not less than an A+. If A.M. Best rating is less than A+, approval must be received from member's risk officer.
 - k. All coverage designated herein will be as broad as the Insurance Services Office (ISO) forms filed for use with the State of New Mexico.
45. Individual project contracts entered into by the vendor and the member will contain a "hold harmless clause" that includes the following. The vendor will, during the term of the project, indemnify, defend and hold harmless the member, its' officials, employees, agents and representatives thereof from all suits, actions, or claims of any kind, including

attorney's fees, brought on account of any personal injuries, damages or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding project work or on account of any act or omission by the vendor or its' employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree.

46. As part of any proposal, the vendor must clearly identify all personnel who will perform under the project, who is the a relative of an employee and/or a board member of the member and/or who him/herself is an employee or a current sitting board member of the member. This report process is intended to protect against conflict of interest and/or employment discrimination claims.
47. Employment discrimination by vendor is prohibited. The vendor accepts and agrees to the following provisions as part of any project performance covered by this solicitation.
 - a. The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or any other basis prohibited by federal and state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient to meet this requirement.
 - c. The vendor will require all subcontractors to adhere to and comply with the provisions as described in paragraphs a and b above.

Categorical Specifications

1. Clean Floors
 - a. Resilient Tile and Concrete – Daily: The vendor will begin cleaning operation by sweeping floor with a treated dust-mop to remove all dirt, dust, trash, particles and other debris. The vendor will use a mildly abrasive pad (or equivalent) to remove all scuff marks, scars, streaks, spills, stains, gum, tar and other foreign substances. The vendor will then wet mop the floor. When wet mopping, the vendor will ensure that the floors, walls, baseboards, corners, thresholds and adjacent surfaces are free of dirt, dust, marks, scars, streaks, spills, stains, gum, tar and other foreign substances, including those resulting from the cleaning equipment and the splashing of cleaning solution. The vendor will ensure that all cleaning solutions have been mixed according to manufacturer's directions and are appropriate for the floor surface. The vendor will take the necessary precautions, including the display of "wet floor" signs, to ensure that facility users are advised of wet/slippery floors. (Rest room floors are addressed under "Rest Rooms".)
 - b. Wood and Wood Parquet – Daily: The vendor will begin cleaning operation by removing any and all spills, standing water or moisture by using a wet/dry vacuum or dry mop. The vendor will then sweep floor using a properly treated dust mop to remove dirt, dust, trash, particles and other debris, ensuring that no oily film exists

- after completion. During the cleaning operation, the vendor will inspect the flooring to ensure that there are no loose or raised areas. If such areas are found, the vendor will immediately notify the member's representative(s). The vendor will remove all scuff marks, scars, streaks, spills, strains, gum, tar and other foreign substances using an approved solution applied with a fine pad and soft cloth; extensive areas can be removed by using a fine pad and a high speed floor machine. The vendor will take the necessary precautions, including the display of "wet floor" signs, to ensure that facility users are advised of wet/slippery floors. Upon completion of the cleaning operation, the vendor will ensure that no area is more slippery than another and, conversely, that no area has more drag than another.
- c. Interlocking Floor Mats – Daily: Vacuum mat floor thoroughly. Wet mop with germicidal cleaner using a well wrung mop to prevent moisture from permeating the interlocking tiles. Annually lift interlocking tiles and clean both sides of tiles thoroughly with germicidal cleaner. Strip clean under floor and relay tiles.
2. Buff Floors
 - a. Resilient Tile and Concrete – Bi-Monthly: The vendor will damp mop and then spray buff floor(s) with an approved floor wax and a high-speed polisher with an abrasive pad. This operation will take place after the daily cleaning operation has been completed. Excessive wax build-up will not be present on floors, corners or baseboards. The vendor will take the necessary precautions, including the displaying of "wet floor" signs to ensure that facility users are advised of wet/slippery floors. (Rest room floors are addressed under "Rest Rooms".)
 - b. Wood and Wood Parquet – Bi-Monthly: The vendor will damp mop floors with approved neutral base cleaner and cool water, ensuring that the mop is damp and not overly wet. This operation will take place after the daily cleaning operation has been completed. The vendor will take the necessary precautions, including the display of "wet floor" signs to ensure that facility users are advised of wet/slippery floors.
 3. Strip and Wax Floors
 - a. Resilient Tile and Concrete – semi-annually: The vendor will strip and wax floors with an approved floor wax. The entire room or corridor will be completed in one operation and will be in accordance with the manufacturer's recommendation. The vendor will take the necessary precautions, including the display of "wet floor" signs, to ensure that facility users are advised of wet/slippery floors. (Rest Rooms floors are addressed under "Rest Rooms".)
 - b. Wood and Wood Parquet – Semi-Annually: The vendor will strip and wax floors with an approved wax. Entire room will be completed in one operation and in accordance with the manufacturer's recommendation. The vendor will screen/scrub floor until entire floor area is uniformly dull, ensuring that the screen or floor pad is not so abrasive that it is removing more than the existing floor finish. The entire area will be vacuumed to remove finish dust. A clean untreated dust mop or tack cloths will be used to remove any remaining dust. After the entire area is uniformly dry and clean, and not before, the vendor will use a lamb's wool applicator to apply two (2) coats of an approved water base finish, allowing sufficient time for drying between coats. The vendor will take the necessary precautions to secure the area to allow sufficient drying and curing time.

4. Clean Carpets and Floor Mats
 - a. Daily – The vendor will begin cleaning operation by removing all paper, gum, rubber bands, staples, paper clips and other debris from the carpet. The vendor will then use a carpet vacuum to remove surface soil and embedded grit from all areas accessible to the carpet vacuum. Chairs and trash receptacles will be moved to vacuum underneath and then replaced in their original positions. The beater bars or brush of the vacuum will be adjusted to correspond to the pile height of the carpet. A tank vacuum with a crevice tool and brush attachment will be used to clean all areas which are inaccessible to the carpet vacuum. The vendor will also spot clean the carpet to remove all spots, stains, gum, tar and other foreign substances. When spot cleaning carpet, the vendor will use a spray foam product and a soft bristle brush to agitate the area; any dampness will be removed by blotting area with a clean soft cloth. The member's representative(s) will be notified if spot cleaning effort is not effective.
 - b. Clean Carpets by Extraction Method – Semi-Annually: The vendor will thoroughly clean carpeted area using the water extraction method. The vendor will remove all movable furnishings from the carpeted area and place the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips and other debris will be removed from the carpeted area. The vendor will use a carpet vacuum to remove surface soil and embedded grit. All spots and stains will be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment will be operated over the entire carpeted area. All instructions provided by the manufacturer of the water extraction equipment and cleaning solutions will be followed. After allowing sufficient drying time, the vendor will vacuum the carpeted area following a pattern which will give the carpet pile a uniform appearance. The vendor will conclude the operation by replacing furnishings to original locations.
5. Clean Glass Doors, Partitions and Panels – Daily: The vendor will spot clean glass doors, glass partitions and glass panels. The glass surfaces will be cleaned and dried and will present a uniform appearance free of all dirt, grime, smudges, stains, streaks and foreign substances.
6. Weekly – The vendor will spot clean doors, including door glass, handles and door frames to remove all dirt, cobwebs, mold, graffiti, grease, marks, stains, smears and other foreign substances. The vendor will ensure that water/cleaning fluids are not spilled onto floors or adjacent areas.
7. Clean Radiators – Semi-Annually: The vendor will remove radiator covers and clean all radiators with a brush. While covers are removed, the surrounding floor area will be cleaned. Replace radiator covers.
8. Clean Ceiling Vents and Light Fixtures – Three (3) times per year: The vendor will dust and spot clean the ceiling vents and light fixtures to remove all dirt, particles and cobwebs. The vendor will notify the member representative(s) of burned out light bulbs and missing or damaged ceiling tiles.
9. Clean Furnishings – Daily: The vendor will spot clean all furnishings such as desks, chairs, cabinets, display cabinets, counters, tables and other furnishings, including legs and bases as is appropriate to type. Furnishings will be free of dust, particles, lint, litter, stains, smudges, fingerprints, gum, tar, grease, marks, streaks and foreign substances. Items on top of the furnishings will not be disturbed during the cleaning procedure. All

tables, counters and plastic chairs in child care areas will be cleaned with an approved germicidal disinfectant. On wood the vendor will use a soft clean cloth and an approved aerosol polish to clean surfaces. Wood furnishings will not have an oily film when the surface is rubbed lightly with fingertips. For hard surfaces, other than wood, the vendor will use a sponge, clean cloth and spray bottle of neutral detergent or glass cleaner to clean washable surfaces. Glass cleaner will be used on all glass surfaces. After cleaning, these surfaces must have a clean, uniform appearance, free from streaks, spots and other evidence of soil. For vinyl, the vendor will wipe surfaces with a cloth or sponge with an appropriate cleanser, re-wipe with a clean damp cloth and dry with a clean cloth. The vendor will use a lightly treated dust cloth, tank vacuum with dusting attachment or a combination thereof to clean surfaces. When spot cleaning cloth furnishings, the vendor will use a spray foam product and a sponge to agitate the area; any dampness will be removed by blotting area with a clean soft cloth. The vendor will notify the vendor representative(s) if spot cleaning effort is not effective.

10. Dust Clocks, Lamps, Telephones, TV'S and VCR'S – Bi-Weekly: The vendor will dust/polish, with a treated cloth, the exterior surfaces of all clocks, lamps, TVs and VCRs. These items will be free of dust, dirt, smudges and fingerprints.
11. Dust Ledges, Shelves and Other High Surfaces – Weekly: The vendor will dust ledges, window sills, air conditioner tops, shelves and other high surfaces. These items will be free of dust, dirt, cobwebs and other foreign substances.
12. Empty and Clean Trash Receptacles – Daily: The vendor will empty all trash receptacles. Liners will be replaced daily. All trash must be bagged before it is placed in the dumpster. The interiors and exteriors of trash receptacles will be free of trash, liquids, gum, grease and other foreign substances. Those trash receptacles containing liquids or other substances which could be the cause of odors will be washed out and dried before new liners are installed. The vendor will place the removed trash into the dumpster/container located outside the building. No trash will be left on the ground around the dumpster/container.
13. Clean Windows, Window Sills and Venetian Blinds – Daily: The vendor will dust and spot clean all window frames below six (6) feet so that they are free of dust, dirt, grime, streaks, graffiti and other foreign substances. The vendor will also spot clean windows to remove all smudges, fingerprints, marks, streaks, graffiti or foreign substances discovered on interior windows. Annually the vendor will thoroughly clean all interior and exterior windows, screens and Venetian blinds with a mild detergent so that they are free of dust, grime and other foreign substances.
14. Clean Kitchen and Dining Areas – Daily: The vendor will clean with an approved germicidal disinfectant all sinks, dispensers, cabinets, tables, chairs, countertops and the exterior surfaces of refrigerator(s). All marks, stains, graffiti, dirt, dust, food particles and other foreign substances will be removed. The vendor will fill all soap and paper dispensers to proper fill levels.
15. Clean Entrance Glass – Bi-Weekly: The vendor will clean the interior and exterior sides of the entrance glass, entrance doors and adjacent windows. The surfaces will be completely cleaned, dried and will present a uniform appearance free of all dirt, grime, smudges, stains, streaks and foreign substances.
16. Clean Drinking Fountains – Daily: The vendor will use an approved germicidal disinfectant, applied from a spray bottle, a clean sponge, small brush or mildly abrasive

pad to remove all hard water deposits, obvious soil, streaks, smudges and foreign substances from the drinking fountain and cabinet.

17. Clean Restrooms – The following tasks will be completed daily:
 - a. Clean and Disinfect Sinks, Toilets, Urinals, Exposed Plumbing – The vendor will use a germicidal detergent, a clean sponge, abrasive pad, toilet bowl mop, clean cloth and cleanser to completely clean and disinfect all exposed surfaces of sinks, toilets and urinals. The cleaning will include the drying and polishing of all exposed hardware. The interior of toilets, toilet seats, and urinals will be scoured using a bowl mop. After the interior has been scoured, the fixture will be flushed to remove stains and chemical rings. After cleaning, the fixtures will present a clean, bright, shiny appearance. Fixtures will be free of all visible soil, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits and other foreign substances. All metal hardware, such as flush valves, faucet valves and faucets, will be wiped dry and be free of streaks, spots, stains, etc. Inoperable or broken fixtures will be immediately reported to the member's representative(s).
 - b. Clear Sink, Urinal and Toilet Stoppages – The vendor will attempt to clear all toilet and sink stoppages by use of a plunger or other device. If the attempt to clear the stoppage(s) fails, the vendor will post an "out of order" sign on the sink, urinal or toilet stall door and immediately report the stoppage(s) to the member's representative(s). Where main sewer stoppages occur, the vendor will lock the rest room, post an "out of order" sign on the rest room door and immediately report the stoppage to the member's representative(s).
 - c. Clean Walls, Partitions, Door Frames and Door Handles – The vendor will spot clean walls, partitions (including the interiors of toilet stalls and doors), door frames and door handles to remove all dirt, cobwebs, graffiti, grease, marks, blood, feces, stains, smears, mold and other foreign substances. The vendor will ensure that water/cleaning fluids are not spilled onto floors or adjacent areas.
 - d. Clean and Disinfect Rest Room Floors – The vendor will begin cleaning/disinfecting operation by sweeping floor with a dust mop or broom to remove all dirt, dust, trash, particles and other debris. The vendor will also remove all feces, blood and vomit by flushing it down the floor drain, by use of water blaster, if necessary. The vendor will then thoroughly wet the entire floor using a wet mop, mop bucket and wringer and a germicidal disinfectant solution. The solution must be allowed to remain on the floor for three to four minutes, and will then be agitated using a scrub brush or an abrasive pad. The cleaning solution will be removed using a well wrung mop, or it may be squeegeed to the floor drain. After being mopped, the floor will have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings and grout should be free of mold or other evidence of soil. The vendor will ensure that there are no splash marks or mop streaks left on fixtures, walls, baseboards, trash receptacles, etc.
 - e. Empty and Clean Trash Receptacles – The vendor will empty all trash receptacles. Liners will be replaced daily. The interiors and exteriors of trash receptacles will be free of trash, liquids, gum, grease and other foreign substances. Those trash receptacles containing liquids or other substances which could be the cause of odors will be washed out and dried before new liners are installed. The vendor will place the removed trash into the dumpster/container. No trash will be left on the ground around the dumpster.

- f. Clean Mirrors – The vendor will remove all soil, streaks, smudges, film and foreign substances from the mirror surface and frame using glass cleaning solution (in a spray bottle) and a cloth. Mirror surface will be polished with a clean, dry cloth so that it presents a uniform, clean appearance. Adjacent shelves will be cleaned in the same manner.
 - g. Fill and Clean Paper Dispensers – The vendor will fill all paper towel, toilet tissue, sanitary napkin and other paper dispensers to the proper fill level. The vendor will also wipe clean the dispensers and adjacent surfaces with a germicidal detergent to remove hand prints and smudges.
 - h. Fill and Clean Soap Dispensers –The vendor will fill all soap dispensers to their proper fill level, in accordance with manufacturer’s instructions. The vendor will also wipe clean the dispensers and adjacent surfaces, removing any spills created during the refilling process. The vendor will check all dispensers for proper operation and will report inoperative devices to the member’s representative(s).
18. Bathroom Floors – The following tasks will be completed three (3) times a year:
- a. Strip and Seal Floors – The vendor will strip and seal floors, with an approved sealer. No wax will be applied. The floor will be free of dirt, dust, mold, streaks, marks, stains, cleaning application residue, watermarks, cleaning equipment marks, splashing, dissolved and finished particles and other foreign substances. Walls, baseboards and other surfaces will be clean and free of watermarks, cleaning equipment marks and splashing. The vendor will ensure that baseboards, tile, fixtures and other equipment is not damaged, disfigured or impaired. The vendor will take the necessary precautions, including the display of “wet floor” signs, to ensure that facility users are advised of wet/slippery floors.
 - b. Clean Ceiling Vents, and Light Fixtures – The vendor will thoroughly clean, using a germicidal disinfectant and sponge or clean cloth, the ceiling vent and light fixtures to remove all dirt, grease, particles, cobwebs and other foreign substances. The vendor will not use a hose or other means for this operation.
19. Clean Building Exterior Areas – The following tasks will be completed daily:
- a. Remove Litter – The vendor will collect and remove all litter and debris from the parking lots, driveways, shrub beds, entrances, stairways and patios. Litter and debris will be placed in a dumpster.
 - b. Sweep Entryways, Walkways and Stairs – The vendor will sweep the entryways, walkways (sidewalks) and stairs to remove all dirt, debris and litter. The vendor will ensure that sweeping operations do not pose a hazard to people using the facility.
 - c. Clean Handrails – The vendor will spot clean handrails, using a clean cloth and/or a sponge and cleaning solution, to remove all dust, dirt, cobwebs, grease, oily film, fingerprints, stains, soils and other foreign substances.
 - d. Empty and Clean Exterior Trash Receptacles – The vendor will empty all exterior trash receptacles and replace plastic liners daily. The interiors and exteriors of trash receptacles will be free of trash, liquids, gum, grease and other foreign substances. Those trash receptacles containing liquids or other substances which could be the cause of odors will be washed and dried before new liners are installed. The trash will be placed in a dumpster.
 - e. Wash Entryways – Monthly: The vendor will hose down and scrub, with a stiff broom or brush, all entryways and the adjacent walkways within 25 feet of the building. Entryways and adjacent walkways will be free of dirt, stains, litter, debris,

- bird droppings and other foreign substances. Work will be completed in one operation and yellow caution signs will be placed at a suitable perimeter around the work site. "Wet floor" or caution signs will be strategically placed.
20. Emergency Custodial Services – Emergency services may include, but are not limited to, cleaning up spills, leaks, floods, sickness, animal wastes, breakage, clearing sidewalks for snow and ice, etc. In the event an emergency situation is of such magnitude the regularly scheduled tasks cannot be accomplished, the vendor's representative and the member's representative(s) will be so informed. Emergency services will be judged according to the nature of the procedure (that is, separate standards apply to each function) and on the responsiveness to the situation.
 21. Safety
 - a. All vendors and subcontractors performing services under this solicitation will comply with all OSHA, EPA, ADA and any other applicable federal, state or local rules and regulations governing worker and workplace safety. Also, the vendor and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this solicitation.
 - b. Notice of Required Disability Legislation Compliance – CES and its members are required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and all local policies adopted by the local member's governing board. The vendor will be held responsible for obtaining and complying with local policies.
 - c. Specifically, members may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act.
 22. Drug-Free Workplace – During the performance of any project covered by this RFP, the vendor agrees to:
 - a. Provide a drug-free workplace for the vendor's employees.
 - b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the vendor's work place and specifying the actions that will be taken against employees for violations of such prohibition.
 - c. State in all solicitations or advertisements for employees placed by or behalf of the vendor that the vendor maintains a drug-free work place.
 - d. Include the provisions of the foregoing clauses in every subcontractor's agreement, so that the provisions will be binding upon each subcontractor.

For the purpose of this section, “drug-free work place” means a site for the performance of work done in connection with a specific project awarded to an vendor in accordance with this solicitation, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of work covered under this RFP.

Required Categorical Responses

1. Through written documentation, offeror must clearly identify the type and level of janitorial products and services that it is proposing to provide members under this solicitation. The response to this question will include:
 - a. For each of the various tasks listed herein, the products and their manufacturers’ name.
 - b. The various levels of products that may be required to perform the tasks requested.
 - c. The types and level of services that you as an offeror are able to offer under this solicitation.
 - d. Indicate if any of the products and services indicated in offeror’s response to this solicitation is to be delivered or performed by subcontractor(s). If so, please list the subcontractor’s name and item(s) it will be providing.
2. Offerors must, through written documentation, demonstrate its ability to perform and provide those services and products noted in question one (1) of this section.
 - a. Provide a summary list of employees, position, field of expertise and years of experience in performing their trade.
 - b. List three (3) previous contracts/projects which were similar in scope of work and required the level of tasks listed herein to be performed. Provide the following:
 - 1) The customer’s name and location (city).
 - 2) The contact person’s name, position and phone number.
 - 3) The general scope of work provided (number of employees, service delivery schedule, type of tasks performed).
 - 4) Total cost of contract.
 - 5) How would you rate the difficulty of the project, one being low difficulty and 10 being high difficulty?
 - c. Provide a brief narrative of three (3) contracts/projects that you have performed for customers, which through your assessment, evaluation of existing conditions and your input into the design, the development of the project scope of work, resulted in the customer receiving a high quality of products and services through a cost efficient solution. For each project provide a brief narrative why you feel your input and efforts were the most advantageous to the final outcome to the customer.
3. Provide a narrative of your company’s policies, procedures and strategies to ensure quality control, good response to concerns before, during and after the project.
 - a. What assessments and evaluation methods are used to determine quality and efficiency of work?
 - b. The follow-up, review and oversight process your management team has in place to ensure customer satisfaction and that your services provided meet the customer’s individual needs.

- c. The methods and procedures your company has in place to ensure that customer concerns are acknowledged, addressed and resolved in a timely manner and to the customer's satisfaction.
4. Through a written narrative or other documentation, describe and provide the methods and calculations your firm uses to determine the number of man hours required to perform a particular task and the amount of supplies, materials and equipment required. Using the tasks listed within the specifications section of this solicitation, provide the following:
 - a. The calculations used to determine the number of man-hours required.
 - b. The method used to calculate the administrative, supervisory and clerical costs attached to each service man-hour performed.
 - c. How supplies, materials and equipment are allocated.

Categorical Price and Cost Submittal

1. The offeror must provide a complete listing of all products and services that it proposes to offer under this solicitation. All prices submitted must be categorized by supplies, materials, 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, one of the established methods described herein for pricing such items must be used, that is, custom items or sole source.
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 or material, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
5. When providing 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 the 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 traveling to and from the project site from their home location. Offeror is to indicate the percent of the individual's regular hourly rate that is to be charged for travel time. Example: If an individual is paid One Hundred Dollars (\$100) per hour and you charge the customer Fifty Dollars (\$50) an hour, the percent of regular time would fifty percent (50%).
 - b. Per Diem – This represents the costs associated with housing and meals for individuals who have to stay over night while working on a project. Offeror is to indicate the daily rate to be charged per man. Note: This does not cover transportation costs.
 - c. Vehicle/Equipment Rental – This represents the cost for obtaining and providing rentals vehicles and/or equipment for the workers and/or project-site to complete a particular project. Offeror is to indicate the percentage of mark-up/overhead/processing cost to be added to the actual expense incurred by the offeror to provide these items. Example: Rental 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%).
 - d. Mileage Rate – This represents the per mile cost to the customer when a company owned vehicle is used for transportation. Offeror is to indicate per mile charge in the format as Forty-Five Cents (\$.45) per mile.
 - e. Performance and Payment Bond Costs – This represents the cost the offeror incurs to provide a performance and/or payment bond to the owner for an individual project when it is required. The offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond and the documentation to substantiate the rate, that is, two percent (2%).
 - f. Bonding Capacity – This represents the offeror's maximum level of bonds that it can obtain at any one time. Offeror is to indicate its bonding capacity and provide documentation from security company to substantiate the amount.
 - g. Alternative Methods of Costing – These methods include the custom manufactured items, items not covered by other methods and sole source. Offeror is to indicate the percent of overhead and/or markup to be added to these costs to obtain the retail cost on which the CES discount can be taken to achieve CES price.
 - h. Discounts Provided Off of the Alternative Methods of Costing – This represents the discount provided by the offeror on the alternative method of costing.
 - i. Discounts Provided on Price List and Catalogs – This represents the average discount provided by the offeror on stated prices.
 - j. Offeror's Support for CES Pricing.
2. Individual Item Cost Submittal Price submitted by the respondent for the following items.
 - a. Emergency services hourly rate per (cost per hour).
 - b. Regular rates for janitorial services (hourly and per square foot rates).
 - 1) Administrative Offices.

- 2) Classrooms.
- 3) Vocational Labs.
- 4) Food Service/lunch room setup, tear down and cleaning.
- 5) Locker Rooms.
- 6) Athletic Facilities.
- 7) Restrooms.

Category 5 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. the appointment of a company representative (and a named back-up person) to serve as a liaison between the company, its manufactures 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. All product labels on all products must be in full compliance with OSHA laws. In addition, 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 Hazard Communication Standards.
7. 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.
8. 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.

9. 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.
10. The following products must be approved by Underwriters Laboratories for slip resistance and be so labeled: non-buffing type seal-finish water emulsion floor sealer for terrazzo, ceramic tile, concrete, marble and 22% solid surfaces; waterborne epoxy wood floor finish; dust mop treatment mineral oils; detergent, germicidal and quaternary ammonium floor cleaners; all purpose cleaners for use on washable, nonporous surfaces; all purpose neutral cleaner for surfaces not damaged by water; high gloss restorer; water emulsion type floor finish; detergent resistant water emulsion type floor finish; 100% No. 1 prime carnauba water emulsion type floor wax.
11. The following products must be able to be used without dilution: non-buffing type seal-finish water emulsion floor sealer for terrazzo, ceramic tile, concrete, marble and 22% solid surfaces; waterborne epoxy wood floor finish; dust mop treatment mineral oils; detergent resistant water emulsion type floor finish; 100% No. 1 prime carnauba water emulsion type floor wax.
12. 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.
13. Floor care products must be supplied in new, factory-sealed containers.
14. The offeror must be able to obtain from the manufacturer and submit infrared spectrum scan, upon request, of nonvolatile matter of the following floor care products with their response: non-buffing type seal-finish water emulsion floor sealer for terrazzo, ceramic tile, concrete, marble and 22% solid surfaces; one and two-part waterborne epoxy wood floor finish; dust mop treatment mineral oils all purpose cleaner (citrus smell preferred); all purpose neutral cleaner; high gloss restorer; water emulsion type floor finish; detergent resistant water emulsion type floor finish; 100% No. 1 prime carnauba water emulsion type floor wax. If a member requires this information, offeror must provide it at no additional cost.
15. 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. In addition, 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. Products must have at least a two year documented track record. Any new chemical product or product that does not have at least two year track record must meet the above conditions and standards specified herein and be approved by CES and its members.
16. If requested, the offeror must obtain from the manufacturer cleaning/maintenance chemical documentation to certify that the product meets federal and state Clean Air Requirements, has a lead content below .06%, is stable when stored at room temperature for at least one year, is registered with the proper state and federal agencies, and carries such registration numbers as required by law.

17. If asked, 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).
18. 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. 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. 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. Manufacturer must indicate willingness to submit results of standard tests for slip resistance, durability, dirt retention, general appearance and gloss, upon request.
 - 1) 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.
 - 2) 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.
 - 3) 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.
 - 4) 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.
 - 5) 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.
 - 6) 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.

- 7) 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.
- 8) Mop-on stripper for detergent-resistant, water emulsion floor finishes shall be free from objectionable odors, contains biodegradable surfactants, and has 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.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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 nor 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.
- 15) 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.
- 16) 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.

- 17) 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 kill 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. CES is seeking a contract with a distributor 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. The disinfectant must be environmentally friendly (except to pathogens which it must decimate), people friendly and equipment friendly.
- 1) The disinfectant offered must be non-corrosive, safe to use on all plastic and metal surfaces and must not affect protective coatings on equipment. It must not fade or discolor equipment or leave water spots. It must not harm Naugahyde, the most common vinyl-coated fabric used to upholster examination tables, chairs and other medical environments.
 - 2) 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.
 - 3) The disinfectant offered must be environmentally friendly and hospital grade containing no glutaraldehyde, phenols, chlorine, ammonia, iodophor or quaternary compounds which can linger in the environment. The product must not discolor

- or harm uniforms or clothes. It must be registered with the EPA and have a current EPA registration number.
- 4) 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.
 - 5) 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.
 - 6) The disinfectant offered must be identified on a Material Safety Data Sheet as required by OSHA (29 CFR) 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.
 - 7) 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.
 19. Mopping equipment and supplies may include, but are not limited to: wet mops, sponge mops, floor squeegees and water brooms. Vendor may offer 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.
 20. Paper supplies may include but are not limited to: towels and facial tissue; napkins and table covers; placemats and tray covers; toilet tissue and dispensers; toilet seat covers; cups for hot and cold drinks; plates and eating utensils; coffee equipment; sanitary napkin supplies.
 21. Waste receptacles and trash containers may include but are not limited to: dust and pick-up equipment; waste containers and garbage cans; permanent and disposable liners. Odds and ends may include but are not limited to: floor and chair mats; gloves and aprons; hoses, ladders, hand trucks, linen carts, janitor carts, trash carts; first aid supplies; safety equipment; light bulbs and tubes; shipping room supplies; rest room signs and supplies.
 22. 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 operation and servicing 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. Managing and controlling product utilization and consumptions while maintaining a high level of satisfaction of facility occupants.
23. 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:
- a. The member's requirements and responsibilities of the vendor.
 - 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 vendor's requirements and responsibilities of the member.
 - 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 repair services. If the vendor provides repair services, it will assist the member in tracking all equipment repair information, the number of repairs and status of the same. 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), all sides must agree that repairs can be initiated as soon as CES receives a purchase order from the member.

- 3) Training and consulting services for member's management team and janitorial staff in areas defined in the accepted agreement. The vendor will provide the number of days of training/consulting as prescribed in the agreement. The training and consulting may include, but is not limited to: training member's personnel on the following and similar topics: EPA, OSHA, and USDA rules and regulations; HAS-MAT rules and risk reduction programs; proper use of USDA registered chemicals; blood borne pathogens control; floor care product use. All seminar topics offered must be clearly identified and tentatively scheduled at time of agreement.
 - 4) A risk management program may be designed by the vendor (to be approved by the member's board, if requested). 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. 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. The vendor's representative will assure that MSDS' are kept up-to-date at user sites.
- d. The vendor must clearly identify and state in the agreement the additional discount allowed on equipment and supplies purchased under the accepted agreement. The member will agree to purchase all equipment and supplies through this agreement. (Any exceptions must be listed.) The agreement should include an estimated cost for goods and services to be purchased during the year. All invoices for supplies and equipment will be stated at the regular CES price, with a discount off the total price on the invoice. 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.
24. All product and/or service agreements provided and made between the member and the vendor must be based on the fiscal year (July 1st through June 30th) and not exceed one year in length (renewable) and will only remain in force as long as CES has a current contract with the vendor. The agreement between the member and the vendor must contain language that will hold CES harmless for disputes between the member and the vendor.
 25. 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 equal to NSS® Model M-1.
 - 1) Motor
 - a) Motor will be 1.5 HP bypass-cooled. The motor RPM will be 8700 at a 1.5 orifice, and run at 12 amps for a motor life of 12,000 hours.
 - b) Carbon brushes will be mounted in tubular brush holders and easily accessible for inspection from exterior of machine, by removing two (2) caps (non-cartridge type). Brush life will be 2,000 hours, each set.
 - c) Armature is to be mounted on two (2) full ball bearings, each end. Bearings are to be housed in replaceable steel housings, to prevent “scoring” in case of armature failure, eliminating replacement of motor frame and end plate.
 - 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) Filter
 - a) If specifying a cloth filter – The filter will be external-type and 1,200 square inches in surface area. It will be made of cloth and be a top-filling type. The filter will have a capacity of 1.5 bu (52BL).
 - b) If specifying a disposable paper filter – The filter will be inserted in and covered by a cloth bag that zips closed.
 - c) The machine shall have one of three (3) filter bags available:
 - 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) Mounting – Machine will be mounted on two (2) 3” diameter swivel casters at the front and two (2) 6” diameter wheels at the rear.
 - 6) Sound Level – Machine will have a sound level of 70 decibels or less at operator position.
 - 7) U.L./C.S.A. Listing – Machine will be U.L. and C.S.A. listed and approved.
 - 8) Dimensions – Machine will be 16-1/2” in length, and 10” wide. The handle will be 32” high.
 - 9) Cord – Cord will be 35” in length, safety yellow and of the 16-3 SJT type.
 - 10) Performance – Ratings must be taken in accordance with Floor and Vacuum Machinery Manufacturers’ Standards No. 1.
 - 11) 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.

- 12) Warranty – At least a three (3) year limited warranty against defects in material and workmanship; a five (5) year warranty will apply to the cast-aluminum body.
- b. Floor Care Machines – Wide Area Vacuum Cleaner – Will be equal to NSS Pacer 30.
 - 1) Vacuum Motors – Will have two (2) 1 HP, single stage, 115volt vacuum motors.
 - a) Performance – Motors shall move 194 CFM and will have a closed water lift of 44”.
 - b) Brush Motor – Machine will have a 1/3 HP, 115volt, capacitor start brush drive motor, produce 14.9 amps and have a 17.5 amp reset circuit breaker.
 - 2) Brush Assembly – Brush will be adjustable to five (5) pile height positions, with nylon, double row bristles. Brush will turn at 1725 RPM.
 - 3) Body Construction: The body will be constructed of rotocast/polyethylene. The handle on the machine must fold down for easy storage.
 - 4) Filter Bag – The filter bag will be easily accessible by lifting the front hood cover, constructed of cloth with a zipper closure, with a disposable paper bag insert, 1.5 bushel capacity, with a filter area of 795 square inches.
 - 5) Filter System – The machine will possess a four-stage clean air system, three internal and one exhaust filter with the ability to accommodate a HEPA filtration system.
 - 6) Wheels – There will be two (2) plastic wheels, 10” in diameter, of a non-marking gray rubber tread.
 - 7) Casters – There will be two (2) rubber ball bearings, swivel type casters.
 - 8) Cord – The type 14-3 SJT cord will be 75’ in length and safety yellow.
 - 9) Sound Level – Machine will have a sound level of 70 decibels at operator position.
 - 10) U.L./C.S.A. Listings – Machine will be U.L. and C.S.A. listed and approved.
 - 11) Weight – Machine will weigh no more than 100 pounds.
- c. 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, demand-type, and sealed for protection against water damage.
 - 3) Spray Jets – There shall be three (3) snap-in/snap-out type spray jets of stainless steel.
 - 4) Vacuum Motor – Three (3) stage tangential exhaust motor, 115 volt, and 1.9 HP, close water lift of 117”.
 - 5) Current – Total current consumption will be 12.0 amps.
 - 6) Wheels – Two (2) plastic wheels, 10” in diameter with non-marking gray rubber tread.
 - 7) Drag Head (Suction Nozzle) – The drag head width will be 16” cast aluminum.
 - 8) Cord – 14-3 SJT, safety yellow, detachable, 50’ in length with a 3-prong lock system.
 - 9) Auxiliary Solution Valve – Quick-couple type, automatically activated by trigger on wand or upholstery tool.

- 10) Vacuum Motor Protection – Built-in float shut-off mechanism to keep water out of the vacuum motor/fans.
- 11) Brush Housing Assembly – Steel frame, powder-coated, vacuum formed cover, including:
 - a) Brush – 14-3/4” nylon bristle, with a four (4) row Chevron design, 900 rpm.
 - b) Brush Motor – Permanent magnet, 115 volts (240 v. available), 1/8 HP, 1200 rpm.
 - c) Brush Bearings – Sealed with string guard.
- 12) Sound Level – 77 decibels or less at operator position.
- 13) Maintenance Access – Tank housing will tip forward simple by removing two (2) screws from rear of machine.
- d. Floor Care Machines – Automatic Floor Scrubber – Battery-powered, 24 volt, equal to the NSS Wrangler 20B.
 - 1) Scrubbing Path – 20” (51 cm).
 - 2) Vacuum Motor – Two-stage, bypass-type, with tangential discharge, 24 volts, ½ HP.
 - 3) Performance – Machine will have a closed water lift at 43.6”.
 - 4) Brush Drive Motor – Permanent magnet gear motor type, 24 volts, ¾ HP.
 - 5) Drive – Self-propelling through the brush pad.
 - 6) 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.
 - 7) Tank Capacities – Solution tank – 14 gallons; recovery tank – 12 gallons.
 - 8) Wheels – Two (2) 8” diameter ball-bearing type wheels with a grooved urethane tread.
 - 9) Caster – Ball bearing swivel 4” diameter caster with a grooved urethane tread.
 - 10) Batteries
 - a) If specifying two (2) battery model – Two (2) 130 A.H., 6 volt, deep-cycle type batteries. The wiring harness will be an in-series type.
 - b) If specifying four (4) battery model – Four (4) 200 A.H., 12 volt, deep-cycle type batteries. The wiring harness will be a parallel in-series type.
 - 11) Pad Driver – Will be 18” in diameter, structural foam with a threaded pad holding cup.
 - 12) Brushes and Brush / Pad Speed – Bassine, nylon, polish and grit-filled with 200 rpms.
 - 13) Included Attachments – Two-piece wand, a 7’ hose, hose connector, 17” squeegee tool.
 - a) Squeegee – 27” 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.
 - b) Closed water lift – 43.6”
 - 14) Warranty – Three (3) years limited against defects in material and workmanship, and five (5) year warranty on the polyethylene body.
- e. Floor Care Machines – Internal filter industrial wet and dry vacuum cleaner equal to the NSS Colt 1450 FMS.
 - 1) Motor – 1.23 HP, 2 (two) stage bypass type, easily accessible by removing four (4) screws from the outer cover.

- 2) 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.
- 3) Filter – Internal removable-type, 625 square inch in surface area.
- 4) Cord – 18-3 SJT cord, 35' long, safety yellow.
- 5) Container – Recovery capacity will be 14.5 gallons/wet and 1.5 bushels dry. The tank will be constructed of non-corrosive dent-proof polyethylene and will carry a five (5) year warranty.
- 6) 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.
- 7) Performance – Ratings must be taken in accordance with Floor and Vacuum Machinery Manufacturer's Standard No. 11. Decibel level must be 62 or less at operator position, 10' from machine.
- 8) Front-Mounted Squeegee – 27" in length, two-piece cartridge, with a molded urethane serrated blade, and will recover in forward and reverse.
- 9) 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, contact person's name, telephone number and title for which you have provided products, equipment or services. Give a brief description of the types, kind 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 reimbursable 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 the category of the RFP. Please note that these are only a few items selected to do the evaluation.

General Cost Items

1. 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%).
2. Per Diem – This represents the costs associated with housing and meals for individuals who have to stay over night 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. 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.
4. 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.
5. Discounts Provided on Price List and Catalogs – This represents the average discount provided by the offeror on stated prices.
6. Labor Rates – Hourly, daily or weekly rates for individual(s) who may perform training or consulting services on an as need basis specializing in facility custodial and maintenance products and services.

Category 6 Plumbing, Lumber, Electrical, Painting and Hardware Supplies and Materials

CES members have an ongoing need to procure plumbing, lumber, electrical, painting and hardware supplies and materials. These supplies and materials are used in the maintenance, industrial areas, vocational and technology departments for new and remodel projects, student projects, repair and maintenance projects.

Categorical Scope of Work

CES is seeking a vendor(s) to provide its members with multiple product lines of plumbing, lumber, electrical, paint and hardware supplies, materials and associated equipment. The products requested under this category will be used for: 1. regular maintenance repair jobs; 2. minor and major facility improvement projects; 3. new construction and building projects; 4. electrical, communications and technology networking projects; and 5. other related projects. Products can be purchased in small or large quantities and at various times throughout the contract period. When products that require special licensing are offered, they will be used and installed by the appropriate licensed tradesman. Vendors can offer products in one or more of product areas. Those submitting a proposal must be able to provide the products requested herein and comply with the terms and conditions of this RFP.

Categorical Definitions

ADA – Americans With Disabilities Act

AGA – American Gas Association

AISI – American Iron and Steel Institute

ANSI – American National Standards Institute

ASTM – American Society for Testing and Materials

CPSC – Consumer Product Safety Commission

EIA – Electronic Industries Association

EPA – Environmental Protection Agency

IEEE – Institute of Electrical and Electronics Engineers

IES – Illuminating Engineering Society of North America – Organization

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.

ISO – International Standards Organization

ISO 9000/9001 – International Standards Organization Quality Standards

NEC – National Electrical Code

NFPA – National Fire Protection Association

NMUBC – New Mexico Uniform Building Codes

OSHA – Occupational Safety Hazard 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.

Categorical Terms and Conditions

1. Offeror must have a retail outlet that has an inventory sufficient enough to meet the demand of CES members' needs.
2. Provide a design center for assistance in interior design, and an EPA green light surveyor, energy specialist and commercial lighting design specialist on staff to provide assistance in all aspects of design, construction and remodeling.
3. Offeror must be able to sell and make deliveries of various size orders to CES members within the regions specified herein.
4. Offeror must be able and willing to establish an ordering authorization system which will allow for individual billing by CES members. Offeror must be able to track and supply detail information about what was ordered and by whom.
5. Offeror must have a return policy in place to deal with the return of damaged or items ordered in error. The policy must address restocking fees and shipping charges.
6. Offeror must be able and willing to work and coordinate with general contractors secured by the CES members to perform various types of construction and other maintenance work on their facilities.
7. The offeror must only provide products that are from nationally recognized manufacturers and distributors. In its response, the offeror must define and describe the types of warranties offered for the products offered herein.
8. The offeror must be willing and able to provide a variety of free training and consulting services through their retail store. These may include, but are not limited to:
 - a. General assistance in all aspects of ordering and using general construction products

- b. Assist in the evaluation and selection of the appropriate product for a particular job
 - c. The proper application, installation and use of products offered
 - d. The storage and handling of products offered
 - e. Safety
9. The supplies, materials and products lines proposed under this category must meet or exceed all standards set by the National Consumer Protection Agency, Underwriters Laboratories, New Mexico Construction Industries, Environmental Protection Agency and the National Association for Hardware Retailers.
10. The offeror can propose to supply one of the individual areas listed below: Products offered may include but are not limited to those listed:
- a. Plumbing and related supplies, materials and products
 - 1) Plumbing supplies, pipe, fittings and fixtures, for example: soil/water/gas pipe and fittings, sewer pipe and fittings, residential and commercial drains; brass fittings and fixtures; couplings of all kinds and sizes; plumbing primers, caulking and sealants
 - 2) Lead goods and solder, for example: lead solder, caulking lead, ingot lead, flashings, oakum
 - 3) Steel pipe and nipples, malleable fittings, cast iron fittings, welding fittings; expansion joints, flex connectors, flex bolt kits; black galvanized, 300-lb. fittings – 90's, tee's, plug, bushings, couplings, reducers, caps, flanges, nipples
 - 4) Hangers and anchors, for example: thread rod; channel unistrut clamps; hangers clevis/rings/riser/beam/FHA/2-hole
 - 5) Nuts and washers
 - 6) PVC DWV pipe and fittings, PVC pressure pipe and fittings
 - 7) Orion polypropylene pipe and fittings (mechanical joint), for example: plastic ABS, PVC drains; PVC compression couplings
 - 8) Copper tubing and fittings, brass fittings
 - 9) Compression fittings
 - 10) Valves, for example: air cocks; arrowhead frost-proof wall faucets; gas cocks – 2-lb., 25-lb., 100-lb. (steam cocks); nibco valves gate/butterfly/check/boiler/drain/sillcocks/hose bibs
 - 11) Kitchen, bath and shower supplies and fixtures, for example: bath and shower finished brass, lavatories, lavatory finished brass, closet combinations, urinals, closet trim, flush valves, closet seats, bath accessories, kitchen sinks, kitchen sink trim, disposers, service and laundry sinks, service and laundry faucets, water fountains and coolers
 - 12) Water heaters, relief valves, flexible connectors – gas, electric, commercial, residential; water heater pans; backflow preventors, regulators, pressure reducing valves, relief valves, ball, check, wye strainers
 - 13) Water filters and conditioners
 - 14) Water system supplies and accessories, for example: sprinkler products; pressure gauges
 - 15) Chemicals and rubber goods, for example: chemicals, blue, primers, fluxes, cutting oil, putty, pipe dope, etc.
 - 16) Vent pipe and fittings double and single wall; dryer vents
 - b. Lumber and related supplies, materials and products

- 1) Various grades, kinds, thickness/width/length of native/natural wood, for example: maple, pine, walnut, cherry, oak, fir, birch; ½"x4"x10', ¾"x6"x12', 1"x6"x16', 1"x10"x16', 1"x12"x16', 2"x4"x12', 2"x6"x12', 4"x4"x12', 4"x6"x10'
- 2) Various grades, kinds and finishes: CDX, AC
- 3) Various kinds and thickness of compressed board; particle, wafer; ¼", ½", ¾", 1", 1 ¼", 1 ½" interior/exterior, construction/finish
- 4) Various kinds of sheet rock and plaster/concrete board
- 5) Various kinds and types of counter top materials and supplies
- 6) Various grades, kinds, types of wood molding
- 7) Various types of plastic and metal molding and fasteners
- 8) Various types of wood glues, caulking, sealants, stains, varnishes
- 9) Various kinds and types of nails, staples, fasteners, rivets
- c. Offer a variety of product lines and manufactures for electrical parts, supplies, materials, equipment and associated components to include:
 - 1) Communications
 - a) Coaxial and twin axial cable
 - b) Voice and data twisted pair
 - c) Cable locators and test equipment
 - d) Fiber optic cable and hardware
 - e) Transmission equipment
 - f) Customer premise equipment
 - g) Paging and signaling
 - h) Digital announcers
 - i) Backboards and frames
 - j) Connecting blocks and jacks
 - k) Modular plugs and line cord
 - l) Identification products
 - m) Integrated wiring components
 - n) Local area network cabling
 - o) Ethernet and token ring system components
 - p) Structured wiring systems
 - q) Modular jacks
 - r) Patch panels and cords
 - s) Baluns, adapters, and splices
 - t) Cross connects
 - u) Racks, cabinets and enclosures
 - v) Cable tray and wiring duct
 - w) UPS systems, line conditioners and surge suppression equipment
 - x) Pulling grips and lubricants
 - y) Tools and safety equipment
 - 2) Construction
 - a) IEC and Nema motor controls
 - b) Distribution equipment
 - c) Switchgear
 - d) Lighting fixtures

- e) Electrical enclosures and boxes
 - f) Fuses and fuse blocks
 - g) Motor control centers
 - h) Power conditioning equipment
 - i) Wiring devices
 - j) Signaling equipment
 - k) Variable speed AC drives
 - l) Wiring accessories and fasteners
 - m) Conduit and fittings
 - n) Wire and cable
 - o) Operator interface devices
 - p) Lamps and ballasts
 - q) Explosion proof equipment
 - r) Tools and test equipment
 - s) Timers and counters
 - t) Heating and ventilating equipment
 - u) Programmable logic controls
 - v) Wire way and cable tray
 - w) Energy efficient lighting retrofits
 - x) Variable frequency drives for A-C motors
 - y) Medium and high voltage equipment
 - z) Programmable controls
 - aa) Power quality and power protection
 - ab) Power distribution equipment
- 3) Industrial
- a) IEC and Nema motor controls
 - b) Variable speed AC drives
 - c) Programmable logic controls
 - d) Operator interface devices
 - e) Electrical enclosures and boxes
 - f) Fuses and fuse blocks
 - g) Proximity switches
 - h) Photo-electric controls
 - i) Motor control centers
 - j) Power conditioning equipment
 - k) Wiring devices
 - l) Signaling equipment
 - m) Distribution equipment
 - n) Wiring accessories and fasteners
 - o) Conduit and fittings
 - p) Wire and cable
 - q) Lighting fixtures
 - r) Lamps and ballasts
 - s) Explosion proof equipment
 - t) Tools and test equipment
 - u) Timers and counters

- 4) Utility
 - a) Wire and cable
 - b) Overhead switches
 - c) Transformers
 - d) Padmount switchgear
 - e) Overhead construction material
 - f) Underground components
 - g) Protective devices
 - h) Metering and test equipment
 - i) Substation apparatus
 - j) Line apparatus
 - k) Transmission apparatus
 - l) Transmission construction material
- m) Tools and safety equipment
- n) Connectors and clamps
- o) Lighting products
- p) Conduit and fittings
- 5) Painting supplies, materials, products and equipment
 - a) Various grades of interior/exterior/enamel/water base paints
 - b) Complete line of paint applicators, brushes and rollers
 - c) General painting supplies
 - d) Paint sprayers and other related equipment and accessories
- 6) Hardware and miscellaneous products, supplies and materials maintenance and repair of the following: roofs, flooring, interior and exterior walls, heating and cooling systems, household appliances, furniture and fixtures, shelving and storage cabinets, doors and windows
- 7) Safety and personal protection equipment, supplies and materials, that is, safety glasses, gloves, fire extinguishers, signs, smoke detectors, welding supplies, safety masks and shields
- 8) Lawn and garden products, supplies and materials, for example: rakes, spades, shovels, sprayers, hoses, hoes, sprinklers, seeds, plants, fertilizers, insecticides and other pest control products, mowers, trimmers, edgers, etc.

Required Categorical Responses

Because of the unique nature of this category, the offeror must clearly identify and demonstrate through a written narrative which of the areas of product lines listed above it will propose to offer CES members. Detail firm's background and experience in providing the product lines proposed. If awarded a contract, how would you implement the contract along with the process for supplying your services and products? This information to include:

1. The how, by whom and from where your firm intends to meet the requirements of this RFP, especially if you have multiple branches.
2. Provide sample procedures on how you would foresee a CES contract functioning with your company, that is, the ordering process, the tracking of purchases made by various

CES members, the billing process and the resolution of billing and other related problems.

3. Provide a list of six (6) educational institutions that you are currently working with, the contact person and phone number.

Categorical Price and Cost Submittal

1. CES understands that prices in the areas in this category change on a daily basis and, therefore, a discount off current list or store/retail price is the best method to determine the CES contract price. It may also be necessary to establish and/or stipulate a different discount percentage rate for various product lines, manufacturer, standard stock items or special order items. Because of the above noted conditions the offeror must clearly identify and state the pricing method(s) it is proposing to use and identify all associated discounts that are being offered to CES and its members. Place behind Tab 6.
2. The offeror must clearly state all terms and conditions and stipulations that may apply and/or exist when dealing with the cost of items that might be offered on-sale or promotion items found in the retail outlet and advertisement that are offered at a reduced price.
3. The offeror must describe, define and state all terms, conditions and stipulations that apply when dealing and processing handle or shipping charges. When do they apply or not apply and how will this charge be communicated to CES and its members?
4. State, if any, the cost for consulting, providing training or other services.
5. The offeror must identify the terms, conditions and procedures to be used when processing items returned by the CES member. State your standard restocking fee if applicable.
6. The offeror must indicate the terms, conditions and stipulation that apply to guarantees, warranties and other related assurances that apply to defective or damaged products and unsatisfactory performance.
7. 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. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
8. All pricing information must be placed behind Tab 6 of the offeror's response.

Category 7

Network, Computer, Peripheral Hardware Maintenance and Repair Services

CES members own and operate a variety of network, computer and peripheral hardware devices. In some cases the members have standardized their network and computer hardware to a particular manufacturer to make it easier to obtain parts and maintain the equipment. In other cases there are multiple manufacturers' hardware and various models of equipment which creates a more challenging maintenance situation. In medium to large institutions members have employed technologists and/or network and computer technicians to repair and maintain their equipment. In small and rural institutions members do not have the demand or financial resources to have a full-time technician on staff. Members have expressed a need for a provider of network, computer and peripheral maintenance repair services. There is a need for services on an as-needed basis to supplement their in-house staff or regular and ongoing services to support their day-to-day operations.

Categorical Scope of Work

On behalf of its' members, CES is seeking proposals from offerors who have the experience and ability to provide network and computer hardware, peripherals and related accessories, add-on devices, software, repair parts and other related services. The scope, application and use of the services proposed will vary depending on the members existing circumstances and will vary from stand-alone systems for administrative use to multi-media, interactive network configurations with remote communications. Because of the wide range of use and application of technologies and system configurations that exist, CES realizes there may not be an individual offeror that can provide all of the requested services. Therefore, it may be necessary to make a multiple award. CES believes that it is important to encourage prospective offerors who specialize in a particular area of technology and/or manufacturer's products to respond to provide services in those areas. As its primary goal, CES is seeking offerors that can provide technicians to go to the member's location (on-site) to perform these services. However, in order to allow for the greatest amount of flexibility and opportunity, and in order to meet its member's needs, offerors who only service equipment that is brought into their repair facilities are also encouraged to respond.

For the purpose of this solicitation, hardware and related accessories covered may include, but are not limited to: stand alone and networked computer systems, multi-media devices/equipment, input/output devices, such as cameras, scanners, bar code readers, sensors, modems, printers, plotters, routers; network equipment, such as servers, hubs, switches, mass storage devices; accessories, such as multi-media kits, network cards, mice, mouse pads, ribbons, switch boxes, extender cables and other peripherals. The above items are given as examples and not as a complete list. Offerors are to propose services for those technological areas and equipment that can best meets the needs of CES' members.

Note: Products and services proposed and provided under this category are limited to only those that relate to the maintenance, repair and replacement of existing parts, components and devices that have gone bad or failed. This category DOES NOT allow the awarded offeror to provide

new products and/or technology that is not related to maintenance and repair of an existing system. CES has other contracts to provide products and equipment for new installations.

Categorical Definitions

ANSI – American National Standards Institute

ASTM – American Society for Testing and Materials

CPSC – Consumer Product Safety Commission

EIA – Electronic Industries Association

EPA – Environmental Protection Agency

FCC – Federal Communications Commission

IEEE – Institute of Electrical and Electronics Engineers

ISO – International Standards Organization

ISO 9000/9001 – International Standards Organization Quality Standards

MVIP – Multi-Vendor Integration Protocol

NBFU – National Board of Underwriters

NEC – National Electrical Code

NSO – National Information Standards Organization

NSSN – National Resources for Global Standards

OSHA – Occupational Safety Hazard Administration

RFI – Radio Frequency Interference – Interference to the radio frequency band caused by other high frequency equipment or devices in the immediate area. Fluorescent light systems generate RFI.

TIA – Telecommunications Industries Association

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

1. The offeror must recognize and understand that for many members, especially those in remote and rural locations, one of the greatest challenges to receiving high-level, cost effective and timely maintenance and repair services is having locally based qualified resources. Smaller members often cannot afford the dedicated manpower necessary to support existing network, computer and peripheral hardware, software needs. That, combined with being geographically remote from a larger metropolitan area, makes acquisition of this type of service cost prohibitive. The offeror must propose a solution that can be delivered on a timely and cost effective basis through either an on-site or carry in delivery system.
2. The offeror must demonstrate its ability to serve the regions identified in its response. For the purpose of this category, “qualified” human resources is defined as an individual trained in specific areas of technology, has successfully demonstrated knowledge and skills and has been certified by the manufacturer and/or training institutions. The individual should have a minimum of three (3) years of field experience. “Physical” resources is defined as possessing the facilities, tools, equipment, parts and supply inventories and the financial funds to perform the services proposed herein.
3. The vendor must provide only those parts and services where it is authorized and/or certified by the manufacturer or distributor to service and provide repair parts. All parts offered must carry a warrantee for not less than 90 days. This will insure that the vendor has available and/or access to technical support services when needed.
4. The vendor must make every attempt to use only hardware manufacturer replacement parts. If not available, then only parts that are from a rationally recognized manufacturer will be used. The parts must meet or exceed the original hardware manufacturer’s specifications. The vendor must do the necessary due diligence to ensure that if a part is under warranty, appropriate action is taken on behalf of the member. Only new parts will be used unless they are no longer available and then rebuilt or recycled parts may be used with the member’s permission.
5. For members who have their own technology staff, the vendor can offer hardware replacement parts, and if available, maintenance and repair manuals.
6. The offeror must clearly identify the types of services it is proposing and indicate all terms, conditions, stipulations and requirements relating to response time, turn around times, methods of delivery and related variables.
7. The offeror must guarantee and/or warranty that all work performed and parts installed will be in accordance with and comply with manufacturer, industry, testing laboratory standards. Such guarantee/warranty will be for a period of no less than 60 days and will be in combination with any manufacturer’s/ supplier’s guarantee/warranty.
8. The offeror must clearly identify and provide documentation to substantiate the network, computer and peripheral manufacturers that it represents.
9. The vendor may offer network and software troubleshooting services as a part of a hardware maintenance and repair contract. The vendor must identify and describe the kinds and types of software for which these services are available.
10. The vendor must provide members with a variety of options when it comes to annual maintenance and repair agreements. Such agreements will be for one year

(July 1st through June 30th) and renewable as long as the vendor's CES contract is in place at the beginning of the member contract.

Required Categorical Responses

1. Through written documentation offeror must identify the type and level of services it is proposing to provide members under this RFP. This will include a complete listing and description of services offered. Place behind Tab 5. Services offered under network, computer, peripheral hardware maintenance and repair.
 - a. Provide a list of and describe the various services you offer, along with the level and availability of each of the manufacturers you are authorized to service.
 - b. Provide a list of the physical locations where each of the services offered, the staff member(s) providing those services will be housed and/or dispatched from. (Facility name, phone and fax numbers, address)
 - c. Provide the resumes of each of the service technicians that will be performing under this RFP. Please indicate the services that each individual will be providing and their qualifications/certifications.
2. Offeror must through written documentation demonstrate its ability to perform those services offered herein by providing prior experience with and references from educational institutions or public sector agencies for which it has provided the services offered herein. Provide the scope of services provided to each, the type and level of services provided. Also, provide the timelines or period of time in which the services were provided.
3. Offeror will describe in detail all annual service agreements with the terms, conditions, requirements and stipulations that are proposed under this category. If possible, provide sample agreements.
4. Provide a narrative of your company's policies, procedures and strategies to ensure quality control, responding to concerns before, during and after services have been provided. Indicate what follow-up, review and over-site process you have in place to ensure customer satisfaction.
 - a. Do you have a customer satisfaction vehicle where you receive customer feedback? If so, please provide a copy.
 - b. Do you have a policy or procedure you use to resolve issues and concerns that may come up during the performance of services? How do you guarantee customer satisfaction?
 - c. What process does your firm use to ensure that your service technicians stay current and up-to-date in their fields of expertise?

Categorical Price and Cost Submittal

1. Prices submitted for this RFP must be separated by materials, reimbursables and labor as separate cost line items, unless there are set fees for a particular activity or task that includes all costs. A prices schedule with prices, along with a clear and detailed description of all activities, tasks, products and/or services proposed must be placed behind Tab 6.

2. Offerors are encouraged to base prices submitted on a fixed discount off an MSRP or published price list used as part of their day-to-day operations. If a price list or MSRP is not available, an established method for setting the normal and customary price must be submitted so that the CES discount can be applied.
3. Price Sheets – Catalogs and/or other pricing forms must clearly identify and describe the supplies or material or services, its unit of measure offered and its stated price and must indicate the CES discount off the price sheet, catalog, etc.

Category 8

Temporary Employment and Recruitment Services

With the increased requirements placed on New Mexico public educational institutions to provide adequate and qualified substitutes in the various educational support areas when regular staff is out on leave whether it be 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 additional burden on members in securing a qualified substitute pool 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 service within the local areas and to provide ongoing and consistent training and supervision services to these individuals as required by NMPED. During a recent educational conference it was brought to CES and its members attention that there were private providers who could assist members in meeting their ongoing need for subs, while ensuring compliance and assisting them in dealing with the other challenges they are experiencing in substitute arena.

Categorical Scope of Work

Instead of members preparing an RFP for these services, they have requested that CES seek an offeror to recruit, employ and provide qualified substitutes in the following support areas:

1. Direct Instruction (Teacher, Librarian and Instructional Assistant Substitutes)
2. Student Transportation (Bus Drivers and Bus Aids)
3. Office and Clerical Substitutes
4. Nursing Services
5. Food Service (Cooks and Serving Staff)
6. Custodial Substitutes

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/or recruitment services. This proposal is issued for an indefinite quantity of substitutes needed, 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 for the benefit of members.

Offeror is not required to submit a proposal to provide services in all six (6) areas listed above. CES reserves the right to accept, reject or make a limited award of an offer, 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 Provider– Is defined as an individual with minimum qualifications and who has limited documented experience in providing services in an assigned area.

Journeyman Level Provider – 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 Employee – Is defined as an individual who has successfully completed all course work, training, 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 Provider– 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/agreement in addition to the CES contract, the CES terms and conditions will prevail. A sample of any additional contract/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 and regulations pertaining to the provisions 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 classifications, building, district and a summary report for CES.
18. Under no conditions will CES and/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.
19. Personnel provided by the vendor will not be entitled to participate in any plans, benefits and/or programs offered by CES or its members.

Categorical Specifications

1. The types of services proposed by the offeror may include but are not limited to following job classifications :

a. Teacher	g. Bus Aid
b. Instructional Assistant	h. School Secretary/Clerical
c. Special Education Assistant	i. Custodial/Maintenance
d. Library	j. Food Service Cook
e. Duty or Playground Aid	k. Kitchen Helper
f. Bus Driver	l. School Nurse
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 reimbursing the CES member for any improper charges, which may result from fraudulent time care preparation by vendor's employees, which are discovered and reported within one year of payment by CES. This includes but is not limited to unauthorized use of phones for long-distance calls, improper rate charges, and misuse of member equipment and/or facilities.
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 direct services provided and invoiced under this category will be performed on the member's property unless mutually agreed up by both parties and such agreement is documented in writing.
8. The vendor's service providers, 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 service provider 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 personnel must demonstrate good grooming and dress appropriately 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 costs associated.
11. If requested by the member, the vendor will provide resumes of potential providers for member to select from. The resumes must be made available in a timely manner.
12. If in order for the scope of work to be performed, 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. Initial response by the vendor to members who have not previously used the vendor's services shall occur within one business day. Initial response is defined as a returned phone call. If the member has previously used the vendor's services, initial response will occur within two working hours.
14. If the vendor is under contract to provide a particular type of service, the initial response time will be clearly identified in its project/cost proposal to the member.
15. Once the vendor has assigned or committed a service provider to an individual project assignment and for a stipulated time frame, it will not assign the same service provider to another job assignment unless this action has been approved in advanced by the using member.
16. If the vendor provides temp-to-hire service providers, 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 up by the parties.
17. Vendor's proposal for temp-to-hire services 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.
18. Temp-to-hire 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.
19. 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.
20. The vendor will only be allowed to bill the member overtime for services actually provided by an individual who provided the member with 40 regular hours and additional hours beyond the 40 hours during a seven day period. 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.

21. Overtime hourly rates billed must not exceed one and half times the regular rate charged for that service provider.
22. For office and clerical service providers, 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.
23. For food service providers, 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 the food service is essential.
24. For direct instruction (teacher substitutes/para-professionals) service providers, 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 assistances. The vendor will develop and conduct a structured interview process to assess the individual's communications skills, behavioral and situational abilities to deal and handle students in a variety of educational environments.
25. For nursing service providers, 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, ability to work with and treat students found in a normal educational setting.
26. 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 offeror 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.
27. 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 attributes to perform.

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 services 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 awarded 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 service providers assigned under an awarded contract are properly licensed, certified and/or registered to perform the services provided. Also include the process for ensuring that the individuals have been properly oriented to the member's scope of work and worksite conditions.
3. Provide information and documentation relating to your firm's internal process for recruiting, evaluating, employing and training service providers' credentials and past experience and job performance.
4. Describe the type of in-service and training programs offered service providers to keep them up with current information, techniques, trends within their area of expertise.
5. Through a written narrative and other documentation, indicate the current number of service providers 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.
6. 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, reimbursable and other costs relating to a particular activity, task or supplies. The offeror shall provide a list of the temporary positions/service providers 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. 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 9

Medium and Heavy Duty Trucks

CES members desire to purchase medium to heavy duty vehicles that do not require the drivers to hold a New Mexico CDL license to operate the vehicle. The vehicles requested will vary in intended function, vehicle configuration, and load capacity and will be utilized by maintenance, cafeteria and warehouse personnel during day-to-day operations.

Categorical Scope of Work

In order to assist its members in meeting these needs, CES is seeking an offeror who has the experience and can provide warrantee and ongoing maintenance and repair services of medium and heavy duty vehicles. CES wants a complete product line of vehicles that can be configured and equipped to meet individual member's needs in the maintenance, food service and warehouse areas of their operations. Members now own trucks manufactured by International, Ford, GMC, Freightliner, Mitsubishi and Isuzu.

Categorical Definitions

Alternative Fuels –

1. Liquefied petroleum gas
2. Natural gas
3. Hydrogen
4. A blend of hydrogen with liquefied petroleum or natural gas
5. An emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume and that complies with any of the following:
 - a. Is used in an engine that is certified to meet at a minimum the United States environmental protection agency low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94
 - b. Is used in an engine that is certified by the engine modifier to meet the addendum to memorandum 1-A of the United States environmental protection agency
 - c. Is used in an engine that is the subject of a waiver for that specific engine application from the United States environmental protection agency's memorandum 1-A addendum requirements and that waiver is documented to the reasonable satisfaction of the department of commerce energy office
6. Alcohol fuels that contain not less than 85% alcohol by volume
7. Electricity
8. Solar energy
9. A combination of at least 70% alternative fuel and no more than 30% petroleum based fuel and that operates in an engine that meets the United States Environmental Protection Agency (EPA) low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94 and is certified by the engine manufacturer to consume at least 70% alternative fuel during normal vehicle operations.

CDL – Commercial Drivers License

Dealer Prep – An amount or fee that the dealer charges to receive and prepare the purchase vehicle for delivery to the customer.

EPA – Environmental Protection Agency

Factory Invoice – The actual invoice the manufacturer sends to the dealer for the vehicle.

Holdback or Dealer Holdback – The amount the manufacturer retains for a period of time. The amount is a percentage of the total MSRP, the base MSRP, the total invoice or base invoice.

Insurance Institute for Highway Safety (IIHS) – Tests new models by crashing them into an energy-absorbing, deformable barrier at 40 mph.

Manufacturer's Suggested Retail Price (MSRP) – The retail price of the new motor vehicle suggested by the manufacturer, including the retail delivered price for each accessory or item of optional equipment physically attached to the new motor vehicle at the time of delivery to the new motor vehicle dealer that is not included in the retail price suggested by the manufacturer for the new motor vehicle.

National Highway Traffic Safety Administration (NHTSA) – A federal agency that regulates safety features of vehicles and that crash tests new cars for front impact into a flat, rigid barrier at 35 mph, and side impact with the test car traveling 17 mph being hit broadside by another car traveling 34 mph.

NMDOT – New Mexico Department of Transportation

NMMVD – New Mexico Motor Vehicle Department

NMPED – New Mexico Public Education Department

NMSPD – New Mexico State Purchasing Department

OEM – The original equipment manufacturer

Wholesale Price – The cost of the vehicle to the dealer minus the holdback, any factory incentives and rebates.

Categorical Terms and Conditions

1. The offeror will demonstrate that its New Mexico facility possesses the resources to supply and support the vehicles offered under this solicitation.
2. The offeror must provide all warrantee work, ongoing maintenance, have an inventory of parts and have access to specialized or custom parts within 72 hours.

3. The offeror must demonstrate that its service department can respond to a request in a timely manner.
4. The offeror must clearly describe the vehicle configurations available and the options offered. This may include but is not limited to sales brochures, manufacturer's spec sheets and demo vehicles on the offeror's lot.
5. The offeror must have a variety of the vehicles offered available at its location for viewing by members.
6. The vendor will assist the member in requesting a vehicle that meets their requirements. The offeror will demonstrate this ability by including copies of any manufacturers order guide for the classes of vehicles proposed with its proposal. Upon request, the vendor will provide a copy of the order guide to any member wishing to purchase a vehicle.
7. The prices for all vehicles offered will be F.O.B. the local dealership, or any location within 60 miles of the dealership. If any additional cost to deliver a vehicle is required beyond 60 miles of the dealership, that cost must be identified as an additional charge in the offeror's cost submittal for this RFP. If no delivery costs are identified, the dealer will deliver the vehicle to any member's location at no additional charge.
8. For vehicles ordered from the factory, every effort must be made to deliver within 75 days of receipt of the purchase order from CES. If a vehicle is delayed beyond 120 days, or if the delayed delivery is beyond the fiscal year (ending June 30th), CES reserves the right to cancel the purchase order. The member will be under no obligation to select a different vehicle if the vendor is unable to deliver on time.
9. All deliveries will be made Monday through Friday during normal business hours. Vendor will provide the member with a minimum of 24-hours notice prior to delivery.
10. All vehicles shall be equipped with three (3) full sets of keys at the time of delivery. Any special purpose keys (security systems, locks, storage compartments, lights, etc.) will be supplied in sets of three (3) at no additional cost.
11. Upon delivery, the offeror shall provide the member with the following documents: Manufacturer State of Origin (MSO); odometer statement; warranty document; manufacturers invoice (unadulterated). The Maroney Sticker will be on the window of each vehicle and the owner's operating and maintenance manual will be placed in the glove box.
12. All vehicles will be ready for immediate use upon delivery, have all standard and optional equipment installed and be fully assembled and serviced. Service will include: complete lubrication, all fluid levels filled to manufacturer's regional delivered recommended capacity; all tires, including the spare, inflated to proper pressure; wheels properly aligned to factory specifications; engine tuned to proper operating condition; inside and outside clean with all unnecessary tags, stickers and markings removed. No decals or markings of any type pertaining to advertisements other than the manufacturer's name or model designation normally installed by the factory will be attached to the vehicle. Local dealers may provide a license plate holder and key chain tag that identify the dealer's name.
13. All vehicles will be delivered with a full tank of fuel; dual fueled vehicles will have both systems filled. Electrical powered vehicles will have all batteries fully charged. Alternative fueled vehicles will have the correct fuel at full capacity. No additional cost for fuel will be added to the final invoice.

14. Prior to acceptance by the member, each vehicle will be subject to a complete inspection. The inspection will include, but not limited to, conformity to the specifications, mechanical integrity, quality or workmanship and materials and appearance defects. If fewer than ten (10) vehicles are delivered at any one time, inspection will be completed in ten (10) or fewer calendar days; if more than ten (10) vehicles are received, up to thirty (30) calendar days is allowed for inspection. If any equipment is returned to the vendor prior to acceptance, corrections will be made within seven (7) calendar days. Upon delivery of a corrected vehicle, the normal inspection time will start fresh. All corrections must be made without any inconvenience to the member.
15. All billings and invoices must identify the CES purchase order number, complete description of vehicle with all associated options being billed, and include the name of the vehicle, model number and vehicle identification number.
16. It will be the responsibility of the vendor to assure that all recall notices and other technical service bulletins or notifications from the factory are sent directly to the member in a timely manner.
17. All standard equipment, as identified in the manufacturer's literature, data books and fleet buyers guides, will be furnished without additional cost on regular production vehicles.
18. As noted in the scope of work, the vehicles covered under this RFP may be used to support maintenance services, cafeteria delivery services and warehouse deliveries. The offer is encouraged to offer tool storage compartments, pipe racks, generators, air compressors, hydraulic lifts, cherry pickers, wenchers, wrecker bodies, snow plows, street sweepers, garbage truck bodies, etc. Food service vehicles may include refrigeration bodies, hot and cold food delivery bodies etc. Both open and closed delivery truck bodies of various sized, along with a variety of lift gates may be desired. It is understood that the offeror may have to partner with a provider of these types of bodies and equipment to furnish what the member wants.
19. All optional equipment and accessories will be original equipment from the manufacturer and installed by a factory qualified/certified technician.
20. Any offeror provided optional equipment or products must include separate and complete price schedules and can only be included if offered under this RFP and ordered by the member. Under no conditions can a member be charged additional costs for items, such as additional rust proofing, pinstripes, upholstery preservative, undercoating, etc., without them being ordered.
21. Vehicle warranties will be the manufacturer's standard new vehicle warranty and all terms, conditions, stipulation and warrantee periods will be clearly identified to the member. All warranty periods will begin when the vehicle is accepted by the member.
22. Extended manufacturer's warranties will be offered for the repair or replacement of any covered parts that are defective in materials or workmanship. The terms, conditions, stipulation and warrantee periods will be clearly identified to the CES member. Any exceptions and/or limitations must also be communicated. The offeror is encouraged to offer a variety of levels of warranties, up to 100,000 miles. Extended warranties will be offered as an option.
23. The offeror must assist the member if a vehicle purchased does not conform to the conditions of the warranty. As expressed, it is presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable warranties if either: 1) the same nonconformity has been subject to repair four (4) or more times by

the manufacturer or its agents or authorized dealers during the shorter of the warranty term or the period of two (2) years or 30,000 miles following the date of original delivery of the motor vehicle to the consumer, whichever is earlier, but the nonconformity continues to exist; or 2) the motor vehicle is out of service by reason of repair for a cumulative total of 30 or more calendar days during the shorter of the warranty term or the two-year period or 30,000 miles, whichever is earlier.

24. Except as restricted by the manufacturer in a fleet purchase, the offeror must identify how it will handle all factory incentives and rebates. Will they be passed through to the CES member? How will dealer rebates, year-end rebates and other discounts offered to the general buying public be made available to the members? Please include details as part of your cost submittal. Place behind Tab 6.
25. The offeror must, as part of any cost proposal, identify the dealer holdback offered by the manufacturer as a percentage of the base invoice, the base MSRP, total MSRP or other basis.
26. The offeror must provide the member with order forms for shop manuals and parts for a minimum of five (5) years.
27. If at any time the offeror is awarded (or currently is awarded) a contract with the New Mexico State Purchasing Office (SPD), and a member wishes to purchase a vehicle that is available under both contracts, the vendor is required to notify the member that the vehicle can be purchased directly through SPD contract at a lower price. If the member does not wish to use the state contract for any reason and has been notified of the facts, the member can use this contract.

Categorical Specifications

1. All standard size spare tires and wheels must be factory supplied or dealer installed and must be identical to the OEM tires and wheels specified on the manufacturer's specification sheet. Other size tires may be optional, as long as the pricing method has been established in the offeror's response.
2. All vehicles must have factory-installed seat belts. When possible, safety-belt pretensioners will be installed.
3. Vehicle options may include, but not be limited to the following: automatic or standard transmissions; larger or smaller engines; diesel, gas, or CNG powered engines, all-wheel drive, limited-slip differential, adjustable drive control and automatic level control; inside features such as adjustable steering column, cruise control, power seats, upgraded upholstery, rear window defroster and wiper/washer, central locking and/or security system, power mirrors, cellular phone/AC plug, trip meter and computer vehicle monitor.
4. Truck options may include but not be limited to the following: frame rails and reinforcements, extended bumpers, and tow hook; air brakes and air brake accessories; special electrical parts such as AC power adaptor, fog lights, air horn, snow shield, special turn signals; special front end grills and paints; extra fuel tanks; cab comfort items; special gauge clusters, tinted windows.
5. Tinted glass will comply with state law at the time of order. The forward side window shading may block out no more than 33% of the light nor reflect more than 35%. Unless otherwise ordered, all other side windows will be factory deep tinted.

6. The offeror will provide, at no charge to the member, MSDS information providing asbestos content of friction materials (brake pads, brake shoes, clutch discs, etc.), upon request.
7. All interior rearview mirrors will be day/night adjustable.
8. Unless otherwise ordered, all vehicles will have dual sun visors, dual windshield wipers with washers, and left and right side outside mirrors. All truck mirrors will be heavy-duty, top of the line systems and meet federal and state size requirements.
9. All water-cooled vehicles will have antifreeze protection to -35°F or to meet regional delivered levels.
10. Four-wheel or all-wheel drive vehicles may be offered.
11. Splash guards will be installed on all trucks and will be attached in a manner that prevents the splashing of mud or water on the windshield of other motor vehicles, extend to a length of not more than eight inches (8") from the ground, be wide enough to cover the full tread or treads of the tires being protected, be installed close enough to the tread surface of the tire or wheel to control the side throw of the bulk of the thrown road surface material, may be constructed of a flexible rubberized material, and be attached in a manner that, regardless of movement either in the splash guards or the vehicle, the splash guards retain their general parallel relationship to the tread surface of the tire or wheel under all ordinary operating conditions.
12. Interiors must offer a choice between long-lasting vocational units equipped for hard and messy work and more deluxe interiors and seating that includes adjustable lumbar support, air conditioning, storage space, radio, etc. Cabs are to be equipped with door pockets, full-width sun visors with elastic storage straps, area to mount a CB radio, storage area for logbook, column-mounted turn signals with flash-to-pass function and ashtray.
13. Manual transmissions with options of five (5) or more speeds, as needed.
14. Automatic transmissions with four (4), five (5) and six (6) speeds.
15. Power steering should be standard.
16. A variety of gross vehicle weight (GVW) capacity with front axles, front driving axles, single and tandem rear axles, with matching front and rear suspensions that meet federal and industry standards.
17. Brakes should include standard four-wheel hydraulic disc brakes, air brakes and antilock systems that are appropriate for the size of the vehicle.
18. Various sizes and types of single and dual fuel tanks should be available depending on the vehicle configuration ordered and must meet or exceed federal standards.
19. Diesel engines offered must be of the latest design, fuel efficient and meet or exceed the federal, state and local emissions standards.
20. Units are to be painted with multi-layer coats to provide maximum protection from the elements.
21. The offeror must offer a variety of body types, sizes and configurations to allow the member to purchase a vehicle from a single source.
22. The offeror must make available an assortment of other accessories and equipment, such as hydraulic and electric gate lifts, ramps, tow hooks, generators, etc.
23. The offeror will furnish a complete set of specifications for all trucks offered that include all weights, heights, widths, van and body materials and other information to assist in the evaluation process.

24. New Mexico requires that 25% vehicles purchased by public agencies operate or have the option to operate on alternative fuel. The offeror is encouraged to offer alternative fuel vehicles to meet state and federal air standards.
 - a. The offeror will submit the most up-to-date set of manufacturer specifications for any alternative fueled vehicle offered.
 - b. Bi-fuel vehicles must have upgraded intake valve seats or other modifications that promote engine life with hotter burning natural gas.
 - c. Offerors of electric vehicles will provide infrastructure information (charging locations) and informational assistance to members in establishing a local charging station.
 - d. Alternative fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, an emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume, alcohol fuels that contain not less than 85% alcohol by volume, electricity, solar energy, a combination of at least 70% alternative fuel and no more than 30% petroleum based fuel. As new technology introduces other alternative fuels, these vehicles can be added to the contract if they can be licensed to operate in New Mexico.
 - e. Any alternative fuel vehicle must meet the applicable corresponding scope of work above.
25. Cab and Chassis Vehicles
 - a. The offeror is encouraged to propose a full line of truck cabs and chassis. Complete specifications for models proposed must be included in the proposal package with prices.
 - b. Tilt cab for easy access to engine is preferred.
 - c. Engines may be gas or diesel.
 - d. Power steering is required.
 - e. Third-party equipment is permitted; factory installed is preferred.
26. When describing vehicles offered under this category, the offeror must provide the following information:
 - a. Model brand and general description.
 - b. Frame type.
 - c. Front and rear axle and suspension capacity.
 - d. Tire and wheel configuration.
 - e. Brakes.
 - f. Cab type and configuration interior and exterior.
 - g. Electrical system and instrumentation/gauge cluster.
 - h. Engine type and configuration.
 - i. Transmission.
 - j. Fuel tank(s).
 - k. Body type (box, flat bed).
 - l. Optional equipment and accessories.

Required Categorical Responses

1. Offeror must, through written narrative, clearly identify the medium and heavy duty vehicles and services it is proposing to provide members under this category. Please provide the following behind Tab 5.
 - a. The vehicle, optional equipment and body manufacturer's names that you propose to offer.
 - b. The various models, configurations, type, versions, levels of vehicles, equipment and bodies offered from each.
 - c. Type and levels of warranties and services offered and provided by each.
 - d. The names of third party vendors and other distributors, along with a complete list of products and services to be offered by them on your behalf.
2. Offerors must, through written documentation, demonstrate its ability to deliver those vehicles, optional equipment, bodies and perform those services proposed herein by providing prior experience working with educational institutions/public sector agencies. The response will include:
 - a. List six agencies for whom you have provided the types of vehicles and equipment proposed herein.
 - b. List the types of vehicles and their specific configuration ordered.
 - c. If optional equipment or specialized body configurations were provided, list the manufacturer's product used with its descriptions and specifications.
 - d. Describe how your vehicle ordered was the most cost effective and suitable to meet their identified purpose.
 - e. For each institution listed above, provide its name, address, phone number, contact person's name and title for each.
 - f. Provide the time line for each vehicle from the time of the agency issuing the purchase order to the institution's acceptance of delivery. Provide a brief narrative of the pre-sale and follow-up consulting services offered to ensure institution's satisfaction.
3. Provide a narrative of your company's policies, procedures and strategies to ensure quality control, response to concerns before, during and after the sale of a vehicle. Indicate what follow-up, review and oversight process your management team has in place to ensure member satisfaction and that warranty and service issues are dealt with in a timely manner.

Categorical Price and Cost Submittal

1. The offeror must provide a complete listing and price schedule for all vehicles, optional equipment, bodies and services proposed under this category. It is understood that there are number of models, configurations and options that may be offered. Therefore, it may be necessary for the offeror to provide CES a process and methodology to verify and establish the cost of the most commonly purchased vehicles proposed herein. All price schedules submitted must be broken out into various elements that are used to price individual vehicles. These schedules would include dealer prep, delivery charges,

extended warrantee costs, parts costs and service rates that would be applicable during and after the warrantee period.

2. Offeror must base vehicle, optional equipment and bodies prices submitted on a fixed discount off an MSRP or published manufacturer's price list or invoice. If one of these is not available, the offeror must have an established method in their cost submittal response for pricing such items if not a sole source as defined by the New Mexico Procurement Code.
3. Hourly service rates must be provided for work that may occur under this contract, such as body work, maintenance repair services, etc.
4. If the offeror provides services, such as break replacement, wheel alignment, tune-ups and oil changes at a package or fixed price that includes supplies, materials and labor, these prices should all be provided in its response.
5. Price sheets, catalogs and other pricing forms must clearly identify and describe the products, 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 price sheet, catalog, etc.
6. All pricing information and documentation must be placed behind Tab 6 of the offeror's response or the response may be considered non-responsive.

SECTION III: CONDITIONS LEADING TO AND INCLUDING CONTRACT AWARD

A. CONTRACT FORM

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

B. PROPOSAL SUBMISSION

Sealed proposals will be received until 1:30 p.m. local time, on Friday, November 5, 2004, either hand delivered to the agency offices, 4216 Balloon Park Road NE, documentation will be included and submitted in a binder, unless the Colorado/Texas option is accepted and then one (1) additional original proposal must be included for each state selected.

C. PROPOSAL REVIEW

Commencing on Monday, November 8, 2004 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 Monday, December 6, 2004.

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 – 300 Total Points

- 45 points A brief history of your company that includes its philosophy of doing business.
- 40 points Company location, key people, facilities, ability to perform.
- 40 points Documentation, narrative describing the standards, testing and/or awards of products or services.
- 25 points Documentation, written evidence of factory/distributor authorization.
- 40 points Letter from your financial institution that indicates the line of credit.
- 15 points Verification of insurance.

- 30 points Your ability, willingness, proposed strategies to sell to CES member agencies and current status with other cooperative contracts in New Mexico.
- 35 points Key sales people who will be assigned this contract and resources available to the operation of the contract.
- 30 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) - 450 Total Points

- 175 points Responses as to how well total proposed solution meets our request as evidenced in time lines, product information and performance specifications, and requested presentations provided in Tabs 5 and 10.
- 150 points Response to categorical required written responses and/or comments requested placed behind Tab 5.
- 125 points Responses to items related to customer service, support, warranty and after the sale items proposed as stated in requested forms in the vendor's RFP response and presentation of cost data.

Part 3: Cost

- 250 points Cost with responses submitted to a shopping cart technique of at least 25 randomly selected items available from majority of the responses.
- 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 vendor will be for a firm, fixed discount off current price with indefinite quantity. CES will not be liable for any cost in proposal application or for the interview session.

G. IMPORTANT NOTICE TO OFFERORS

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

Finally, offerors should keep in mind that CES desires to provide for small, rural New Mexico public educational institutes 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.

H. COLORADO EXTENSION

Through an agreement with the Colorado Board of Cooperative Educational Services Association (CBOCES) in Colorado, the products and services in this RFP can be extended to the school districts in Colorado. CBOCES in Colorado will use the "CBOCES" conduit to enable any school district in Colorado to use this award.

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

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

Colorado BOCES Association
John Tillman
President
c/o San Luis Valley BOCS
P. O. Box 1198
Alamosa, CO 81101-1198

Phone: (719) 589-5851

Fax: (719) 589-8012

E-mail: jtillman@slvbocs.org

I. TEXAS EXTENSION

Through an agreement with The Cooperative Purchasing Network (TCPN) in Texas, the products and services in this RFP can be extended to the educational and other governmental institutions in Texas. TCPN in Texas will use the "TCPN" conduit to enable any educational or other governmental institution in Texas to use this award.

If you are willing to sign a contract based on this RFP with TCPN, 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. Additional terms and conditions will be required by TCPN. CES suggests that any vendor including Texas in its response should offer an even larger discount, considering the potential increase in sales by combining the states. If CES awards a contract to you and you have marked the TCPN box on the cover page, CES will forward your bid and the CES award to TCPN. Please note that you must provide an additional original of your bid to be sent to TCPN.

Neither TCPN nor CES will hold the other responsible for any irregularities in the contract. CES neither encourages nor discourages vendors from contacting TCPN. If you would like to discuss the use of any contract awarded by CES in Texas, please contact:

The Cooperative Purchasing Network (TCPN)
Doug Rupe
7145 West Tidwell
Houston, Texas 77092-2096

Phone: 713-744-6356
Toll free: 888-884-7695

Fax: 713-744-0648
Toll free: 800-458-0099

E-mail: drupe@esc4.net

SECTION IV: PROPOSAL FORMS

Form A

OFFER AND ACCEPTANCE OF OFFER AND CONTRACT AWARD

PROJECT: As Defined in RFP 2005-006



OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal, and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section will be a consideration in making the award.

Company Name _____ Contact Person _____

Address _____ Authorized Signature _____

City _____ State _____ Zip _____ Printed Name _____

OFFER EXTENDED TO COLORADO AND TEXAS SERVICE AGENCIES



If you are willing to honor purchase orders through the Colorado BOCES Association in Colorado under the same terms and conditions as in this RFP, place initials in the box.



If you are willing to honor purchase orders through the The Cooperative Purchasing Network (TCPN) in Houston, Texas under the same terms and conditions as in this RFP, place initials in the box.

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

Your offer for services and materials is hereby accepted. As vendor, you are now bound to sell the materials and services listed by the attached offer based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. As vendor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until vendor receives an executed purchase order from Agency.

The parties intend this contract to constitute the final and complete agreement between agency and vendor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, will bind any of the parties hereto. No change or modification of this contract will be valid unless it is in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract will not be affected thereby. The term of the agreement will commence on award and continue until December 6 2005 unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods, ending December 6, 2008.

Authorized Signature Contract Number

Awarded this _____ day of _____, 2004.

AGENCY
SEAL
or
STAMP

AFFIDAVIT

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the offeror), being duly sworn, on his oath, states that to the best of his/her belief and knowledge, no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing proposal, has directly or indirectly entered into any agreement or arrangement with any other vendors, or with any official of CES, or any employee thereof, or any person, firm or corporation under contract with CES, whereby the vendor, in order to induce the acceptance of the foregoing proposal by CES, has paid or is to pay to any other vendor or to any of the aforementioned persons anything of value whatever, and that the vendor has not, directly or indirectly entered into any arrangement or agreement with any other vendor or vendors which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing proposal.
2. This is to certify that the vendor, or any person on its behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the responding or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the vendor, nor any officer, director, partner, member or associate of the vendor, nor any of its employees directly involved in obtaining contracts with the State of New Mexico, Cooperative Educational Services, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the vendor or any person on its behalf has examined and understands the terms, conditions, scope of work and specifications and other documents of this solicitation.
5. This is to certify that if awarded a contract, the vendor will provide the equipment, commodities, and/or services to members and affiliate members of Cooperative Educational Services in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this proposal.

Authorized Representative (Please print or type)

Position (Please print or type)

Mailing Address

City, State, Zip

Phone

Fax

Email Address

By: Signature of Authorized Representative Date

Subscribed and sworn to before me this _____ day of _____, 2004.

Notary Public in and for County of _____, State of _____

My commission expires: _____

Signature: _____

Form C **Offerors Declaration Form**

Offeror must indicate each category (1 through 9) 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 Copiers and Multifunctional Digital Equipment**

- Category 2 School Buses**

- Category 3 Network Consulting, Technology Training and Support Services**

- Category 4 Janitorial Services**

- Category 5 Janitorial Products, Equipment and Consulting/Training Services**

- Category 6 Plumbing, Lumber, Electrical, Painting and Hardware Supplies and Materials**

- Category 7 Network Computer, Peripheral Hardware Maintenance and Repair Services**

- Category 8 Temporary Employment and Recruitment Services**

- Category 9 Medium and Heavy Duty Trucks**

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

New Mexico is a large state geographically. For this solicitation CES is dividing the state into seven (7) service regions. Offeror will be required to indicate in its response which of these service regions of the state it wishes to provide services to, and prioritize the areas in order, the areas that 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, 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.

INDEFINITE QUANTITY UNIT PRICE SCHEDULE

Bid Submission Form: All Categories

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

Description	Retail	%Discount	CES Price

Acceptance of Terms and Conditions

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

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

Printed Name and Title

Signature (should match cover signature)

I accept the additional Categorical Terms and Conditions for Category

- 1 2 3 4 5 6 7 8 9*

except as listed below.

Signature (should match cover signature)

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 vendor to CES.

There are many reasons the members use CES contracts. Because each of CES' contracts is based on a sealed proposal, members are exempt from having to issue a proposal or RFP. This saves them a great deal of time and a large amount of money. In addition, because each vendor agrees that the price charged through a CES contract will be the lowest that vendor will offer, the member knows that issuing its own proposal will not necessarily reduce the cost of the procurement. Finally, the service and convenience of processing orders through one agency (CES) simplifies the procurement process. Rather than having to issue a dozen purchase orders, for example, a member can issue one to CES. If problems occur, the member has the assistance of CES in reaching a satisfactory solution.

A vendor receives many of the same benefits as a CES member. Rather than having to respond to dozens of individual proposals and RFPs (which is a big cost of doing business), a response to CES opens the door to over 100 procurement units. The business office of the vendor has the advantage of invoicing CES rather than each individual account. The vendor also has CES' service in collection (some public entities are slow in processing payments). If problems develop, the vendor has the mediation service of CES to settle difficulties.

Purchase orders from the members are sent to CES. CES then issues its purchase order to the vendor asking the vendor to ship directly to the member, but to send CES the invoice. Next, CES invoices the member, and adds a one percent administration fee to that invoice. This fee (\$10 minimum) is CES' income. The state does not give CES any funds to provide procurement services for schools.

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

Therefore, CES requests that each vendor offer prices on CES contracts lower than the price it offers to members that purchase directly, or that might issue a local proposal. CES asks this, not for a "most favored nation" relationship, but as a commitment of partnership between CES and the vendor. CES wants members to understand that when using a CES vendor, they are not only satisfying the procurement code, but are truly reducing the costs of education.

Please indicate the level of support you will offer on this contract. *Check only one box*

- Prices will be **no different** from what we ordinarily offer to schools.
- Prices are (check) three percent (3%) lower than our best price to individual districts.
 four percent (4%)
 five percent (5%)
 ten percent (10%)
 other

Signature (must match signature on cover sheet)

Title

QUESTIONNAIRE FOR OFFEROR

Company Name: _____

Circle Answers Where Appropriate

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

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

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

3. *Do you guarantee that prices in the RFP are the lowest you will offer to schools and other procurement units in New Mexico during the time of any contract between CES and your company?** Do you also agree to immediately reduce any price to CES equal to or lower than a price quoted to any other New Mexico procurement unit?

YES NO

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

Name of Licensee	Classification	Number

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

6. Where should CES mail purchase orders?

Vendor Name _____

Attention Line _____

UPS Address _____

Mailing Address _____

City _____ State _____ Zip _____

Email Address _____

Telephone (to verify prices) _____ Fax _____

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

**not including manufacturer's GSA contracts.*

7. Where do you want payments sent?

Vendor Name _____

Attention Line _____

UPS Address _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone (invoice questions) _____ Fax _____

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

8. Additional contacts for CES

New Mexico Representative _____

Telephone _____ Fax _____

Email Address _____

Contact for RFP/Contract _____

Telephone _____ Fax _____

Email Address _____

9. Sales Support by Region

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

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

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

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. _____

INSTRUCTIONS FOR COMPLETION OF PRICE PAGES

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

IF, FOR ANY REASON, YOU NEED TO LOWER A PRICE TO REMAIN COMPETITIVE, OR TO PASS ON A SPECIAL PRICE OFFERED BY YOUR SUPPLIER, YOU MUST FIRST SEND A FAX OR LETTER TO CES THAT OFFICIALLY LOWERS THE PRICE. ONCE CES HAS RECEIVED THE INFORMATION, THEN YOU MAY OFFER THE NEW PRICES TO YOUR CUSTOMERS. IT IS AGAINST THE TERMS AND CONDITIONS OF THIS RFP TO AGREE TO A LOWER PRICE WITH A CUSTOMER, AND THEN LATER NOTIFY CES. CES ENCOURAGES ALL OFFERORS TO OFFER THE LOWEST PRICES POSSIBLE, BUT AT NO TIME MAY THE OFFEROR GIVE A PRICE TO ONE CES MEMBER THAT IS NOT AVAILABLE TO OTHERS.

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

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

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

State and Local Government Purchasing, Third Edition, page 13

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

Ibid., page 76

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

In contrast, CES is not a central purchasing office. Rather, we are a school service agency. Each district that joins CES is not yielding its own purchasing authority. Unlike state agencies that must use state awarded contracts, each school district has an elected board and is a sovereign unit of government. It is CES' position that rather than “offering a virtually unmonitored free choice from a smorgasbord of multiple awards,” CES provides the district with choices among vendors whose products and services have met a rigid standard and scope of work, and that have guaranteed a level of performance and service not always offered to the single district. In the past few years, CES has rejected more offers than have been awarded; when we multiple award, it is a limited award.

CES agrees with NIGP's and NASPO's stand on GSA pricing. One way around the limitations the federal government places on manufacturers in pricing is to contract with the dealers of these very same manufacturers; because dealers are independent contractors, they are able to sell at any price they elect, often below GSA prices. If a manufacturer only sells direct, and has a GSA contract, it behooves the buyer to insist on matching prices.

CES is one of the agencies that insist on a “most favored customer” clause in its contracts. CES does not believe such a clause has “negative effects on competition throughout all public contracting...(by setting) a floor on prices and is favored by firms which enjoy commanding positions in the market place.” First, many of CES' contracts are with very small companies without any “commanding position” in the New Mexico market. Secondly, CES knows that a contract with them will save vendors considerable money, since it frees them from individual proposals from the 89 school districts, and other political subdivisions that use CES contracts. CES firmly believes that the organization would cease to exist as a valuable service to New Mexico schools if they allowed their contracted vendors to “bid against themselves” when a member elects to issue its own RFP.

When a vendor says “this is the lowest price I will offer in New Mexico to public agencies,” then the member knows that the only way to get a lower price is from other vendors. Competition is enhanced in this fashion. If a member awards a contract to a vendor not on a CES contract, for a product or service similar to that on a CES contract, the result will be an even bigger savings to the member and, hopefully, the eventual lowering of prices by the CES vendor, or an eventual rebidding by CES to secure better contracts for its members.

SUBMISSION CHECK-OFF FORM

In order for CES to clearly understand the proposal being presented by the offeror, a complete response to this RFP must contain the following:

It is suggested that the vendor preparing a response check off each required item as it is completed.

- _____ 1. The signed Offer and Contract Award – Form A (page 135) to be place in Tab 1
- _____ 2. The signed Affidavit – Form B (page 136) to be placed in Tab 1
- _____ 3. Offerors Declaration Form – Form C (pages 137-138) to be placed in Tab 1
- _____ 4. Price List of the equipment/services offered – Form D (page 139) to be placed in Tab 6
- _____ 5. A copy of the General Terms and Conditions, a list of any exemptions or modifications of the General Terms and Acceptance of Terms and Conditions – Form E (page 140) with lines 1 and 2 completed, to be placed in Tab 3
- _____ 6. A copy of the Categorical Terms and Conditions for the category of your response, a list of any exemptions or modifications of Categorical Terms and Conditions, and Acceptance of Terms and Conditions – Form E (page 140) with line 1 and 3 completed, to be placed in Tab 5
- _____ 7. Support and Maintenance Plans – Form F (page 141) to be placed in Tab 7
- _____ 8. Offeror’s Support for CES Prices – Form G (page 142) to be placed in Tab 7
- _____ 9. Questionnaire for Offeror – Form H (pages 143-144) to be placed in Tab 7
- _____ 10. Manufacturer’s Representative Form – Form I (page 145) to be placed in Tab 7
- _____ 11. Submission Check-Off – Form L (page 148) to be placed in Tab 7
- _____ 12. A point-by-point response for the 10 items (a-j) under Vendor Qualifications (pages 8-10) to be placed in Tab 4
- _____ 13. A point-by-point response to each requested item to which the vendor is responding under Section II-Scope of Work, D. Specifications (page 29) to be placed in Tab 5
- _____ 14. Letters of financial stability and credit limit to be placed in Tab 4
- _____ 15. Copies of all licenses and all miscellaneous forms that apply
- _____ 16. Catalogs, slicks, model information, etc. to be placed in Tab 10

Signature

**REQUEST FOR PROPOSAL
RFP 2005-006**

Various Goods and Services

ADDENDUM NO. 1

To: Prospective Vendors
From: Llew F. Perry – CES Assistant Executive Director
Date: Monday, September 27, 2004

CES receives no direct tax funding for its operation. Instead, CES operates on a one percent (1%) administration fee, which it adds to its invoice issued to a member for products and services purchased through a CES contract. The current administration fee paid by the member is based upon the vendor's invoice total for the goods and services purchased by the member. CES' minimum administration fee on any individual purchase is Ten Dollars (\$10). On orders less than One Thousand Dollars (\$1,000), CES adjusts the administration fee line item to equal the Ten Dollar (\$10) minimum. On January 1st, 2005 CES will change the administration fee process. Beginning January 1, 2005 the one percent (1%) will be built into the vendor's net price instead of CES adding it to its member's invoice as a separate line item. Because of the timing of this RFP, CES is asking offerors responding to this solicitation to incorporate this change into their cost submittals.

Please accept this as notification that CES has determined that it is in its best interest that RFP 2005-006, issued on Monday, September 27th, 2004, be modified. Therefore, please note the following changes:

Insert the following:

Page 10, E. LISTING OF GENERAL TERMS AND CONDITIONS

Administration Fee: CES' one percent (1%) administration fee shall be included in offeror's net price. Vendor will not add the administration fee to approved contract prices.

Change From:

Page 23, E. LISTING OF GENERAL TERMS AND CONDITIONS

Pricing: Offeror will describe discounts and special pricing offered. Offeror must agree that prices offered through this contract, while this contract is in effect, will be at least three percent (3%) below the lowest 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.

Change To:

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 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.

Insert the Following:

Page 27, E. LISTING OF GENERAL TERMS AND CONDITIONS

Vendor Invoice: Vendor will invoice CES after delivery of goods and/or services. Goods and services will be invoiced at applicable contract prices, which includes CES' one percent (1%) administration fee. CES will invoice member after receiving and reviewing vendor's invoice.

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

Note: 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 and retain one percent (1%) of the

member's payment for goods and services, and forward the balance of payment to the vendor. No administration fee is charged on shipping, sales or use tax, bonds, travel and per diem.

Change From:

Page 27, E. LISTING OF GENERAL TERMS AND CONDITIONS

Vendor's Price List: The vendor will furnish CES with copies of the approved price list to facilitate eligible procurement agencies in placing orders. When vendor offers a discount off a retail price, the manufacturer's Suggested Retail Price (SRP) must be included as printed by the manufacturer.

Change To:

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

Insert the Following:

Page 142, Form G: **Offeror's Support for CES Pricing**

two percent (2%) lower than our best price to individual districts.

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

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 _____