

**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, November 29, 2004**

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RFP Number: RFP 2005-011

RFP Issue Date: Monday, November 29, 2004

RFP Commodity Titles:

- |     |  |
|-----|--|
| 924 | 1. Special Education Management and Tracking Software  |
| 265 | 2. Window Coverings, Shades, Blinds, Curtains, Sunlight Control Devices and Accessories  |
| 204 | 3. Computer Hardware, Peripherals, Accessories and Software  |
| 906 | 4. Educational Facility Evaluation, Capital Outlay Long Range Planning and Project Management  |
| 918 | 5. School Safety Audit, Inspection, Consulting and Training Services   |
| 595 | 6. Consulting Services and Products for Turf Management, Including Evaluating, Testing, Analyzing and Treating Soils, Lawns, Bushes, Trees and Other Landscaping Areas |

**RFP Due Date** **Friday, January 7, 2005**

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Day / Date: Friday, January 7, 2005

Time: 1:30 p.m. local time

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

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

## **RFP 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 Categorical Responses.

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

Section IV Incorporates the forms used in the proposal response.

## **Legal Advertisement**

### **ADVERTISEMENT FOR PROPOSAL**

Cooperative Educational Services, 4216 Balloon Park Road NE, Albuquerque, NM 87109, will receive sealed proposals until 1:30 p.m. local time, Friday, January 7, 2005, for: 1. Special Education Management and Tracking Software; 2. Window Coverings, Shades, Blinds, Curtains, Sunlight Control Devices and Accessories; 3. Computer Hardware, Peripherals, Accessories and Software; 4. Educational Facility Evaluation, Capital Outlay Long Range Planning and Project Management; 5. School Safety Audit, Inspection, Consulting and Training Services; 6. Consulting Services and Products for Turf Management, Including Evaluating, Testing, Analyzing and Treating Soils, Lawns, Bushes, Trees and Other Landscaping Areas.

All proposals must be submitted in a sealed envelope marked "SEALED PROPOSAL – RFP 2005-011" 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, November 28, 2004  
Sunday, December 5, 2004

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

**COOPERATIVE EDUCATIONAL SERVICES  
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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](http://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 (page 85)
  - The RFP Affidavit, notarized signature required (page 86)
  - Offerors Declaration Form (page 83)
- 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 RFP page 88)
- 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)
  - Required Categorical Responses for your category (written response to every part)
- Tab 6: Cost Quotation
  - Prices for category
  - Additional price information, price sheets from RFP
- Tab 7: Required Forms
  - Offeror's Support for CES Prices (page 90)
  - Questionnaire for Offeror (pages 91)
  - Support and Maintenance Plans (page 89)
  - Manufacturer's Representative Form (page 93)
- Tab 8: Additional Information
  - Additional information that you wish to include
  - Additional support pages requested in each specific category
- Tab 9: Submission Check-off Form
  - Make certain everything is included, and then sign form (page 96)
- Tab 10: Literature, slicks, samples and supporting printed material

Step Three: Go to the last page of this RFP and prepare the Submission Check-off Form. Sign it and place it after Tab 9. Send your proposal to CES so that it arrives on or before Friday, January 7, 2005, 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 2005-011? 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:**

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

1. Vendor provides quote to member and the quote includes the CES one percent (1%) administration fee.
2. If acceptable, the member issues CES a purchase order for the quoted amount.
3. CES verifies the quote with the solicitation response and issues a purchase order to the vendor for one percent (1%) less than the vendor's quote to the member.

4. The vendor provides the items or services and invoices CES for the amount of CES' purchase order to the vendor.
5. CES invoices the member.
6. The member pays CES.
7. After receipt of the member payment, CES pays the vendor for items and services delivered and accepted by the member, not to exceed the purchase order amount.

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

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

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

**Accounts Payable:** 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.

**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. CES' minimum administration fee on any individual purchase is Ten Dollars (\$10).

**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 contact. 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](mailto: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 will include the CES one percent (1%) administration fee and while this contract is in effect, prices offered will be at least two percent (2%) below the lowest price offered by the offeror to New Mexico schools and local/state procurements units for a similar volume. Should a lesser cost be provided to any other client, the preceding and

existing work through this contract will be reduced in price to meet that rate. A copy of the current retail manufacturer's price list will be included in the proposal. If the offeror has a leasing department or a leasing company, the cost of leasing can be included in the proposal. However, CES members reserve the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not contain end-of-rental-term buy out information.

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

**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 February 11, 2006 unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three, additional 12-month periods ending on February 11, 2007, February 11, 2008 and February 11, 2009. 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 Invoice:** Vendor will invoice CES after delivery of goods and/or services. Goods and services will be invoiced at applicable contract prices, less the CES one percent (1%) administration fee and not to exceed the amount of the CES purchase order. CES will invoice member after receiving and reviewing 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.

**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 will include the CES one percent (1%) administration fee and must be submitted 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 30<sup>th</sup>). CES must receive all invoices dated for the prior school year by the 10<sup>th</sup> of July. The member can cancel purchase orders not completed by June 25<sup>th</sup>. The member can issue revised purchase orders dated after July 1<sup>st</sup> for any goods not delivered or services not completed by June 25<sup>th</sup>.

## **SECTION II      SCOPE OF WORK 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, 152 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 six (6) 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. Categorical Specifications
5. Required Categorical Responses
6. Categorical Price and Cost Submittal
7. Cost Evaluation Information

## **Category 1**

## **Special Education Management and Tracking Software**

In today's educational environment it has become necessary for New Mexico educational institutions to have the capacity to develop, track, maintain, manage and produce a variety of reports of student and special education data/information in order to comply with federal, state and local reporting and tracking requirements. The data/information system requested by members must allow for a secure environment due to privacy issues while having the versatility to allow member's administrative team, instructional staff and service providers to input, update and retrieve data relating to an individual or groups of students. To eliminate or limit the shuffling of paper and to cut down on the duplication of effort, such systems should also have the capacity to interface with other management systems used to submit for Medicaid reimbursement, transmit data to the New Mexico Public Education Department (NMPED) or interact with existing student management systems found in the member's own operation. Members have asked CES to issue a solicitation that requests providers to offer a comprehensive package that is integrated, flexible and will allow them to meet current and future data collection and reporting needs they have in the special education area. Any salutation offered must allow for both online and local area network access, which takes advantage of and uses the latest and most effective and secure technology available today.

### **Categorical Scope of Work**

As a continued effort to support educational institutions in New Mexico and to provide them with a cost effective and efficient solution for collecting, managing and distributing special education student information, CES is seeking vendors with the experience and resources to provide and support a solution, which includes an ASP or server-based application to allow the members to accomplish the following:

1. Offer a comprehensive special education system that will provide web-based/server-based, real-time, district controlled processing of special education information at the teacher, school, special education office and administrative office levels with the optional capacity to transmit required information to the NMPED and other agencies as required.
2. Assist the member in:
  - a. Developing, implementing and operating a special education management program that is compatible and complies with all federal, state and local record keeping and reporting requirements, while providing a number of tools to assist in day-to-day operations and communications.
  - b. Facilitating compliance management that includes all automated non-compliance notifications and automated deadline reminders to all levels of the member's structure.
  - c. Easily aggregating, disaggregating and analyzing data using various metrics established either at the state or local level to provide timely information to staff and management.

- d. Automating the student's IEP development, management, the collection of related data and maintaining historical records for real time and convenient access by all levels of the institution.
- e. Optimizing, standardizing and tracking special education student's data for Medicaid recovery and NMPED program funding by:
  - 1) Ensuring automated formats that align with Medicaid and NMPED requirements.
  - 2) Producing federal and state mandated special education reports and having the ability to update these reports as requirements change.
  - 3) Reducing the amount of administrative, instructional and support staff's time spent on collecting, preparing, updating, maintaining and reporting required student related data on a day-to-day basis.
  - 4) Ensuring the implementation and the maintaining of security protocols required by law, while allowing the member the ability to control who, when and what data system users have access.
- f. Possessing and allowing for a variety of data interchange, import and export options by providing:
  - 1) Report/data accessibility.
  - 2) Seamless integration with existing federal, state and local data collection, distribution systems, data tables and formats.
  - 3) Enabling and supporting services which assist the member in achieving and maintaining an accuracy of special education data to an audited level of 98% or better.
  - 4) Providing a system that allows members and their staffs to simultaneously access, process and retrieve data in a real time processing environment.
  - 5) Providing a web-based application with a framework consistent with high-end web design and utilizing the most current commercially available web technology, which allows for multiple and flexible layers of security.
  - 6) Providing a solution that contains an integrated database backup and recovery system to protect against data loss.
  - 7) Providing a solution that allows for archiving, maintaining and retrieving of historical data on an as-needed basis.
- g. Allows the member to setup and control minimum analysis parameters necessary to meet state and local requirements and to:
  - 1) Automate as much as possible the special education management process.
  - 2) Support, track and report student's performance outcomes individually and by group.
  - 3) Analyze and support member's compliance requirements of the IDEA, state and local laws, regulations and policies.
- h. Allows the member to use the limited resources they have available to maintain and operate a special education management system that is both cost effective, time saving and user friendly.

## **Categorical Definitions**

**ASP** – Application Service Provider is a provider who possesses the technology, infrastructure, and resources to host, manage, administer and deliver curriculum software utilizing the world wide Internet.

**IEP** – Individualized Education Program

**IDEA** – Individual Disability Education Act

**NMPED** – New Mexico Public Education Department

## **Categorical Terms and Conditions**

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

1. The offeror must be able to:
  - a. Provide a solution that can be customized for little or no expense to meet State of New Mexico PED data requirements, individual member's needs and requirements, while complying with all federal, state and local rules, regulations, procedures, policies and laws.
  - b. Be aware of and understand the unique standards and requirements that may exist in New Mexico and how they interface or relate to those at the federal level.
  - c. Provide before, during and after the sale consulting and support services that may be required to develop, order, setup/configure, implement, train users and maintain any proposed solution offered, while complying with all established special education standards.
  - d. Provide on-call manpower to train, support and update member's teachers, service providers, support and administrative staff on an ongoing basis.
  - e. Provide the technical staff to assist member's staff and to ensure that any solution offered is properly installed, configured, implemented and operated in a technological environment/infrastructure that ensures adequate, stable, responsive and secure access and control, while complying with all established laws governing the collection, storing and distribution of student, staff and other special education related information.
2. The offeror's submitted pricing for the proposed solution must take into account the size of the member, student population and the member's data requirements. Offered solutions must be cost efficient and affordable for small rural school districts and charter schools.
3. As part of this solicitation, the offeror must provide members and their staffs with a help desk (telephone or email) support system that is staffed by individuals knowledgeable about how the solution offered is implemented and used in New Mexico and the

individual member's operation to assist in troubleshooting. The offeror agrees to assign a senior-level employee (one authorized to make decisions) to oversee the help desk and resolve management concerns if they arise. Offeror(s) must maintain a toll free technical support line available from 8:00 a.m. to 5:00 p.m., Mountain Time, Monday through Friday. If email support is offered, 24 hour response time is required.

4. During the sales/ordering process, the offeror is solely responsible for ensuring that it can provide the hardware, network and operating systems that exist in the member's operation. The offeror must clearly identify and communicate to the member all additional hardware, software and infrastructure that may be required to implement and operate the proposed solution offered.
5. For all solutions offered under this category, the offeror must provide detailed training guides and operational manuals for the end user to understand the solutions requirements and how to properly operate, as well as troubleshoot problems.
6. The solution offered must allow the end user to query the database, select the type, level of information required and also allows the user to generate an export file in the general accepted industry formats, while maintaining security and database integrity.
7. In its' response, the offeror must clearly identify, state all terms, conditions and stipulations relating to the following:
  - a. If ASP application is offered:
    - 1) The member's rights and responsibilities relating to its use during and after the contract period.
    - 2) Data ownership, access and control during and after any contract executed under this category.
    - 3) Internet band width and system requirements. Minimum type and level of internet connection required (network/single phone line).
    - 4) Maintenance, support and program update agreements and their associated costs, if any.
    - 5) Terms, conditions and costs associated with converting housed date (database) into a useable format.
  - b. If server and computer based application is offered:
    - 1) Software licensing terms, conditions and stipulations. (ownership)
    - 2) Server and computer hardware and software requirements.
    - 3) Software and system maintenance, support and update agreements with associated costs, if any.
    - 4) Terms, conditions and costs associated with converting housed date (database) into a useable format.
  - c. If solution offered is a combination of 1 and 2 above, provide answers to both.
8. The solution offered must have characteristics and a workflow task structure that is similar to the natural/typical work/paper flow used by special education departments in New Mexico. The proposed system must allow users to perform tasks, track events, manage and report information relating to the following areas:
  - a. Contain an administrative module that provides system administration functions such as security, system-wide defaults and the content of functions and forms. The system must support the following security options:
    - 1) Power user with full access from a single login.
    - 2) Web access to administrative functions.

- 3) Multi level security (data and user access control).
  - 4) User functional levels for data entry and displayed information (data entry and display screen controlled by security).
  - 5) Contains and provides help text and error messages to assist users during application operations.
  - 6) Permit within the various profiles multi-media file attachments and imports (word documents, acrobat files, graphic and scanned images, audio or video chips).
- b. Student's profile which may include but is not limited to:
- 1) Biographical and parent information.
  - 2) Test scores, academic and related educational information.
  - 3) Special education placement, IEP and related information.
  - 4) Class and therapy schedule.
  - 5) Tracking system for dates, communications, re-evaluations and other related events.
  - 6) Other student related information required to generate and submit Medicaid/NMPED reports.
- c. Staff's and Service Provider's profile which may include but is not limited to:
- 1) Basic contact information.
  - 2) Curriculum/subject area/therapy expertise.
  - 3) Credential/certification/licensing dates and information.
  - 4) Class assignments/rosters.
  - 5) Student loads and other related information.
  - 6) Other staff and provider information required to generate and submit Medicaid and NMPED reports.
- d. Class profile which may include but is not limited to:
- 1) Class title description.
  - 2) Room assigned.
  - 3) Staff assigned.
  - 4) Student roster.
  - 5) Other related information required to generate and submit reports to NMPED.
- e. IEP profile must include the fields, variables and functionality necessary to create, modify, track and print individual student's IEP. The system must have the capacity to maintain a historical record of IEP events which occur during individual student's involvement in the member's special education program, such as dates, program changes and other information relating to the chain of events.
- f. Contain management tools to track, manage and report outside services providers who provide students with therapy and report those services eligible for Medicaid reimbursement.
- g. Contain a communication component which allows for various types and kinds of communications to be generated, sent and tracked whether delivered by mail or email. Types of communication may include but are not limited to mail merge letters, notices and forms; system generated reports printed or in Acrobat format; export files in Word, Excel and Access format or other similar formats.
- h. Tools to allow the member to interface with and provide student and service information either internal or external Medicaid billing systems.

9. The vendor, at no cost to CES or its members, must be able to evaluate a member's situation, develop and present a report clearly detailing all of the products and services required to meet the user's needs, together with costs. This document will include any concerns, suggestions, recommendations and comments that the vendor feels is necessary to provide a clear and easy-to-understand overview of the member's needs and the proposed solution offered.
10. The vendor, in order to provide cost effective services to members who may need onsite assistance, must establish and develop a support structure and staff in the State of New Mexico.
11. The offeror, if requested either during the solicitation evaluation process or if requested by the member interested in purchasing one of the offered solutions, must be able to do a live presentation for the evaluation committee or CES member at a time of mutual convenience. During this presentation, the participants will have the opportunity to evaluate ease of use, functionality and confirm adherence to and meeting of the participant's needs.

### **Required Categorical Responses**

1. The offeror must provide a detailed description of each of the application's modules/components with a general overview of their function in the system; the type and level of data managed and tracked for each. Provide a table listing each module/component, clearly identify which modules/components make up the basic package, which may be purchased separately and identify which modules/components require the prerequisite of another module/component. Include an overview of your built-in standard reports for each module/component.
2. Through a written narrative, the offeror must demonstrate its firm's commitment and experience in providing educational institutions in New Mexico an integrated and comprehensive special education management solution by addressing the following:
  - a. Provide a complete listing of educational institutions you have provided the type of system requested herein during the past three years.
  - b. Provide letters of recommendations or documents that indicate their satisfaction of the solution you provided.
  - c. List all federal, state and local professional organizations and groups relating to special education in which your firm is a member or makes a significant effort to be involved with to receive and maintain updated special education best practices, trends, policies, regulations, etc.
  - d. If awarded a contract, through a written narrative, explain how your firm's staff assigned to this contract intends to maintain a basic understanding of the NMPED, Medicaid and other federal and state reporting requirements in order to assist members implementing and operating your proposed solution. Provide the approximate number of educational trade conferences your firm has exhibited in or presented at in the last 12 months.
3. The offeror, through a written narrative and other documentation, must describe the training programs and startup services it proposes to offer members purchasing and implementing one or more of its' solutions. Explain the training program options

available to the member. Provide resumes, including educational level, background and experience in working with educational programs and years of experience training and assisting in the implementation of your proposed solutions.

4. Provide a written narrative describing your firm's philosophy in ensuring that all proposed solutions are upgraded to keep current with users needs and enhanced to keep pace with future federal, state and industry available technology requirements. This description should provide a quantitative history for the past two years regarding both the frequency and the extent of the upgrades that have been delivered. Clearly state both the two-year history and the policy going forward relative to the solutions offered and associated costs to the member. It is understood that future costs are given as estimated costs.
5. CES is seeking solutions that will meet the needs of both large and small educational institutions. Through a written narrative and other documentation, describe what the members should have in place or purchase in regard to infrastructure in order to support your proposed system, including hardware, network infrastructure and personnel/skills required. The following are areas to be addressed in your response:
  - a. Database Server.
  - b. Application Server.
  - c. Web Server.
  - d. Skills of member's technical staff.
  - e. Skill levels needed for users to be successful in using and interacting with the application.
  - f. Estimated time after placing the order to having the various levels of systems operational.
  - g. Estimated hours per year for performing database administration.
  - h. Server based system, user system hardware, operating system and software requirements.
  - i. ASP based system, user system hardware, operating system and software requirements.
6. One of the main reasons for purchasing a special education management system is to be able to manage and have control over the workflow process, which is the key element in offering and providing students with a quality program. To demonstrate your solution's potential in this area, provide a detailed flowchart of the workflow process.
7. If managing the workflow process of a special education program is key to quality program management, then communication is a key element to a quality workflow structure. Because communication is the foundation of any special education program, the workflow management system of any solution offered must be able to automatically communicate status of items to both administrative and instructional staff, service providers and parents in a timely manner, while providing documentation of past and future events relating to special education students. Detail how the proposed solution accomplishes this communication, in what manner and in what time frame.

## Categorical Cost Considerations

1. This solicitation covers a wide range of institutions relative to: number of sites and number of system users, number of special education students, number of staff and service providers and level of technology resources available. In its' proposal, the offeror must provide a price schedule that addresses the members. The price schedule should include, but not be limited to: system access (ASP) fees; software pricing; installation, setup and configuration costs; training; annual support costs; system updates and enhancement costs; consulting services; mileage and per diem costs; custom programming and report writing fees and other related costs. In order to evaluate the pricing and to assure that the price book is correctly interpreted, please provide a detailed price schedule proposal covering the following four (4) examples:

<b>Price Example</b>	<b>Number of Sites</b>	<b>Number of Special Education Students</b>	<b>Staff/Service Providers</b>	<b>Concurrent Users *</b>	<b>Member Student Enrollment</b>
A	2	50	10	10 to 25	500
B	5	90	18	20 to 35	1,200
C	8	140	30	35 to 50	3,500
D	18	350	90	75 to 100	5,000

\* Concurrent users are defined as casual users who can enter and retrieve data on individual students, check status of IEP events and provide information as the result of a meeting or service being provided by outside service providers.

2. The offeror must provide price schedules for all required products and services, such as hardware, software, support or other items that will contribute to the total cost of implementing and operating each of the solutions being proposed. Failure to disclose a vendor-induced cost requirement, which was not included in the proposal, will result in the vendor providing undisclosed hardware, software and services at no additional charge to the member.
3. The offeror shall, as part of its' cost submittal, clearly identify and describe its' return and termination policy if a member buys either a solution involving an ASP or server-based or both. Please describe your firm's return or refund policy for the following, including timeframe, conditions, stipulations and limitations:
  - a. The member determines that the solution provided does not meet their needs, expectations and requirements or fails to perform as presented during the sales and ordering process.
  - b. A member uses an ASP solution, but they are dissatisfied, no longer believes the solution meets their needs or are unhappy with vendor's service and performance.
4. When offering package solutions at a set price, the offeror must indicate what is and is not included in the packaged solution in regards to startup and training, which includes installation of the system, client consultation on system requirements, comprehensive training of all system users, network and hardware configurations, training materials and travel expenses.

## **Category 2**

## **Window Coverings, Shades, Blinds, Curtains, Sunlight Control Devices and Accessories**

Educational institutions in New Mexico continue to improve the learning environment for their students. There is now a greater use of multi-media and computer display units to present curriculum and instruction materials to students. Facility security and energy conservation is also an ongoing issue. As members build new facilities, remodel and renovate existing facilities, there is a need for window covering solutions. Members have asked CES to assist them in meeting these procurement needs.

### **Categorical Scope of Work**

CES is seeking offerors with experience and the resources to provide CES and its' members a complete product line of window coverings from nationally recognized manufacturers. No products or services that fall under the New Mexico Procurement Code's definition of construction will be allowed under this category. The window coverings offered under this category can include, but are not limited to drapes, curtains, shades, blinds, window panels, sunlight control devices and related accessories. The offeror must provide design and consulting services, a complete line of window applications and replacement parts and materials.

### **Categorical Definitions**

There are no categorical definitions for this category.

### **Categorical Terms and Conditions**

The following terms and conditions are in addition to the General Listing of Terms and Conditions. Please review them and sign the acceptance of Categorical Terms and Conditions form. Place after Tab 5.

1. All products and services offered under this category must be of a commercial/industrial grade design, manufactured and sold for use in public facilities. Products must comply and conform with current applicable provisions and standards of the National Fire Protection Association (NFPA) Underwriters Laboratories, American National Standards Institute, International Standards Organization, Occupational Safety and Health Administration, National Consumer Protection Agency, federal, state and local fire and uniform building codes.
2. The vendor must provide a complete product line from nationally recognized manufacturers in order to meet all of the needs of members.
3. The vendor must provide on-site pre-sale consulting services to discuss, assist and provide material samples and color swatches to the member in order for them to determine what window applications offered will best meet their needs. Once the

- member has chosen the window applications, the vendor will prepare and submit a proposal that lists in detail all of the products and services with their associated costs.
4. In preparing the proposal for the member, the vendor will be solely responsible for performing its own investigation, making and confirming all window measurements and compiling a list of all materials, supplies and labor required to complete the project.
  5. The vendor will use only experienced sales consultants and installers to perform all work performed under this category.
  6. The vendor will not offer or perform any type of construction services under this category.
  7. If requested, the vendor must cooperate with and assist the member's representative, architect or design team when vendor is providing proposals, products or services for a new building or facility renovation.
  8. Field measurements will be taken by the vendor prior to the manufacturing of drapes/curtains and will examine the premises to become familiar with any problems or unusual circumstances that might exist. No allowances will be made by the member for errors in quotations due to vendor not visiting the site prior to submitting its' proposal.
  9. If the member's scope of work to be performed fails to provide all of the technical specifications or omits detailed description of expectations, the vendor will develop a complete scope of work and have it approved by the member prior to proceeding.
  10. In its' response, the offeror must clearly identify and state all terms, conditions and stipulations relating to either manufacturer's or installer's warranty of products and services offered.
  11. Window shades offered must be available in a variety of styles and colors and may include, but are not limited to: blinds, spring roller shades, roman style shades, sunlight shades and security shades.
    - a. Shades offered can be available with motorized, clutch, crank or spring rollers mechanisms.
    - b. Shades offered must be available in either a recessed or faced mounted style.
    - c. Shades offered must be available in both standard and custom sizes.
    - d. Motorized shades will use a reliable, quiet motor, with a button style operator.
    - e. Hardware and accessories may include but are not limited to: outside, ceiling, mullion, inside, demountable and pulley brackets for single roller shades, flat steel plates, projected demountable plates, "L" angles, and hard braided cotton cord hanks, or reels. All cords will be finished with cord clasps.
    - f. Offerors will submit a complete set of specifications for all window shades offered.
  12. Roller type shades must be constructed from high-quality fabrics to ensure ease of operation longevity.
    - a. Shades must have a one-piece heavy-duty galvanized steel roller.
    - b. Shades must have a metal draw bar (mounted in or on the shade material), a crank, bead chain clutch or spring roller operator to move the shade up and down.
    - c. Roller type shades will be available as either a room darkening (black out) or translucent material, ranging from 3% open to 100% opaque.
    - d. Room darkening materials must have both hems reinforced with double-stitching.
  13. Roman style shades will fold and unfold using a cord and pulley system and will be available in a variety of materials and colors. Cords will be available in matching colors.
    - a. Cord locks will allow the shade to be opened and closed and held at any point.

- b. The pulleys and cord locks will be covered by a valance matching the color and/or material of the shade.
14. Skylight shades will be installed in the recessed skylight opening. Shades will have either a motorized or crank operator.
- a. Motorized skylight shades will use either a roller box or side channel to mount the shade.
  - b. Manual crank operated shades will have a detachable crank.
15. Drapes and curtains will be offered in a variety of configurations, styles, sizes, fabrics, features and create an attractive, safe and flexible decorative window solution.
- a. Drapes and curtains offered must be from a nationally recognized manufacturer and must be of a quality which allows for cleaning every three to five years and can be maintained and repaired to allow a 10 to 15 year life cycle. Curtains will be dimensionally stable and resistant to UV deterioration.
  - b. All fabrics used in drapes, curtains, scrims, sky drops or for wall draperies must be flameproof and comply with all applicable federal, state, local and industry codes, regulations and standards for use in public facilities.
  - c. The offeror must provide a complete list of all products, fixtures and accessories with their specifications.
  - d. Drapery headings, backdrops, intermediates, masking borders, sky drops, valances and curtains will be available as part of any product line.
  - e. Fabrication specifications for shirred headings will consist of the following:
    - 1) A top hem of two layers of fabric sewn with either clear monofilament or triple-stand polyester thread, color matched to the fabric used; done as to create a pocket of an appropriate width that permits the insertion of a two inch diameter pole or rod (metal or wood).
    - 2) Drapery fullness will be 2.5 times the width of the window. Pocket sizes will be 10% larger than one-half of the circumference of the pole.
    - 3) Bottom to be shirred on rod to match top, hems will be doubled, turned two inches, consist of three layers of fabric and be blind stitched.
    - 4) If less than a full width of fabric is required to accomplish the specified fullness, no less than one half widths will be used and they will be located at the extreme ends of each drapery panel.
  - f. Hardware will be two inch diameter wood or metal rod that can be wall or ceiling mounted.
  - g. Grommets and tie ribbons must be of industry material and used where appropriate.
  - h. Drape/curtain linings will be attached to curtains in accordance with accepted industry standards. Linings will not bind seams or restrict fullness.
  - i. Drape track and rigging systems must be constructed of heavy duty material and must be installed in accordance with manufacturer's specifications.
  - j. Track and rigging systems can be motorized or manually operated depending on the type and size of application.
  - k. Site preparation and installation will consist of the following:
    - 1) Use only qualified and experienced workmen to prepare the wall, ceiling or window frame for the hardware recommended by the manufacturer for the drapes/curtains application being installed.

- 2) Install drape/curtain hardware in locations that will allow for the window application to be hung in an attractive and acceptable position.
- 3) Hang drapes/curtains with proper clearance on all sides. Draperies/curtains will be free of creases and wrinkles after hanging and will be steamed and dressed down as required.
- 4) While installing window applications, protect against soiling and damage to drapery/curtain panels.

### **Required Categorical Responses**

1. Offeror must, through written narrative, clearly identify the products and services it is proposing to provide members under this category. This will include:
  - a. A complete list of the manufacturer's names that it will offer and support.
  - b. The various levels of products offered from each.
  - c. Services offered and provided by each manufacturer if any.
  - d. The products and services to be offered by subcontractors.
2. Offeror must, through written documentation, demonstrate its' ability to provide and deliver those products and to perform those services offered herein by providing prior experience with educational institutions. Response will include:
  - a. List five (5) previous projects relating to the products and services offered.
  - b. The general scope of work for each project.
  - c. The manufacturer's product used for each project listed.
  - d. The total cost of each project.
  - e. The institution's name, address, phone number, contact person's name and title for each project.
  - f. Provide the time line for each project listed and 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 a project. Indicate what follow-up, review and oversight process your management team has in place to ensure member satisfaction.
4. Through a written narrative, detail what your firm has to offer that makes it the most advantageous, cost effective solution for members in purchasing window coverings.

### **Categorical Cost Considerations**

1. The offeror will provide a price and discount schedule for all products and services offered under this category. The offeror can prepare its own schedules, however, it must follow the format and provide the information listed below. Additional pricing and discounts may be included. Place after Tab 6.
2. The offeror will provide a complete list of window shades, sunlight control devices, drapes/curtains, related hardware and accessories. Price schedules submitted must include product item/catalog number, description, brand name, manufacturer, unit of measure to be ordered, unit price, CES discount and CES net price for each line item.

3. Provide a price schedule for each manufacturer and product line you are proposing to offer under this category.
4. The offeror will provide a price schedule for services and labor rates to be offered under this category. Services offered can include, but are not limited to: installation, maintenance, repair, cleaning services and consulting services.
5. The offeror will provide a price schedule listing the terms, conditions and stipulations relating to travel, freight and per diem and when they do or do not apply.
  - a. Travel Time – This represents any costs associated with employees and subcontractors traveling to and from the project site from their home location. Offerors are to indicate the percent of the individual's regular hourly rate that is to be charged for travel time. Example: If an individual is paid One Hundred Dollars (\$100) per hour and you charge the customer Fifty Dollars (\$50) an hour, the percent of regular time would 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. Offerors are to indicate the daily rate to be charged per man. Note: This does not cover transportation costs.
  - c. Mileage Rate – This represents the per mile cost to the customer when a company owned vehicle is used for transportation. Offerors are to indicate per mile charge, that is Forty-Five Cents (\$.45) per mile.
  - d. Freight/Delivery Charge – This represents the cost to the member for shipping materials from the vendor's place of business, manufacturer's or supplier's distribution center to the project's location. The offeror will identify the method to be used to calculate the charge when it is applicable.
6. There may be times when the vendor is not able to use standard off-the-shelf items and uses manufactured window coverings that are unique. The offeror must provide a method to be used to price custom products to determine the retail price for which a CES discount can be taken to determine the CES net price.
7. As part of its' cost submittal, the offeror must provide detailed information regarding all warranties offered for proposed products and services.

### **Category 3**

### **Computer Hardware, Peripherals, Accessories and Software**

CES and its members have been cooperatively purchasing computer hardware and software for administrative and classroom use since 1979 when it awarded its first contract. Since then, members have purchased a variety of platforms to meet classroom and office needs. As technology changes and the number of tasks and opportunities that can be handled and performed by the latest generations of computers, it becomes essential for New Mexico educational institutions to prepare their students and themselves to work with and to incorporate these new technologies in to their day-to-day operations and instructional programs. As in the past, CES strives to assist its members in successfully acquiring and using the latest technologies. Members have used CES contracts to purchase thousands of systems for use in classrooms, computer labs, media centers and administrative offices. During the last few years members have had a variety of procurement methods to procure computer hardware, that is, CES contracts, State WISCA contracts and their own solicited contracts. It has been brought to CES' attention that the State WISCA contract will no longer be available as a procurement option and members have asked CES to assist them by issuing a solicitation.

Computers are becoming more of a commodity purchased by features rather than by brand, although brand remains very important in public purchasing. Several national studies have demonstrated that brand-name computers manufactured and serviced by national companies have a better track record for quality and performance. Competition has blurred the distinctions between the major brand name manufacturers of microcomputers and the many independent machines offered by mail order and through small regional companies.

According to industry sources, the number one mistake made by those who manage desktop computers is using different systems from different vendors. Organizations buy dozens of different models of computers, nearly guaranteeing incompatibility and system outages. Multiple models also cause support staff to attempt, usually unsuccessfully, to master the details of keeping many different systems working and eliminate the support staff's ability to keep on-hand supplies and parts for all the systems.

With the above factors in mind, CES is committed to offering members the opportunity to standardize their computer workstations and servers. Since no single vendor has the entire education market in the state, CES seeks multiple proposals from offerors with an established base and a performance track record that has been tested and proven successful for meeting educational institutions needs.

It would be impossible through cooperative purchasing to provide equipment from every manufacturer that sells to public educational institutions. Therefore, manufacturers and/or distributors who can regionally supply and meet members' needs will be considered. Offerors who are unable to meet the requirements of this RFP are encouraged to respond to local institutional bids.

This RFP is being released by CES to meet the requests of its members through cooperative purchasing. Only manufacturers willing to provide a substantial discount, lower than that

normally given to education agencies, should respond. The main benefits of cooperative purchasing for members are lower prices and a higher level of service. Two of the main benefits to manufacturers are larger potentials for sales and much less administration time (not having to respond to many individual bids saves all parties time and money).

### **Categorical Scope of Work**

CES is seeking offerors who can consult with, obtain, deliver, install and support the latest computer hardware, peripherals, software and accessories available from national manufacturers for business, scientific and educational use. Systems offered can include, but are not limited to desktop, laptop, palm pilots, servers, scanners, storage devices, power backup systems, printers and other peripherals and accessories available to support and enhance both the administrative and educational activities in New Mexico educational institutions.

The scope of work and minimum specifications provided herein are intended to supply, define and establish the quality and characteristics of the desired equipment and systems. They are based upon specifications for known acceptable brands of computer hardware, software and peripherals, including Compaq, Dell, Epson, Gateway, HP, IBM and others. They are not intended to be exclusive or restrictive. Offerors can offer alternate 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 any alternate specifications.

The specifications and scope of work are not intended to limit the features, configurations and performance of equipment offered under this category. Equipment with other features, configurations and performance will be required. Additionally, technology will change over the term of the contract. CES anticipates that the most advantageous manner to meet the requirements of its diverse membership is to offer a broad range of computer hardware, software and peripherals. Therefore, offerors are encouraged to offer complete applicable product lines in their proposals.

### **Categorical Definitions**

**CPU** – Central Processing Unit – It is the brains of the computer. It is where most calculations take place. In terms of computing power, the CPU is the most important element of a computer system.

**DVD** – Digital Versatile Disc or Digital Video Disc, a type of optical disk technology similar to the CD-ROM. A DVD holds a minimum of 4.7GB of data, enough for a full-length movie. DVDs are commonly used as a medium for digital representation of movies and other multimedia presentations that combine sound with graphics.

**DVD/RW** – Digital Video Disc ReWritable – The data on a DVD-RW disk can be erased and recorded over numerous times without damaging the medium.

**LAN** – Local Area Network – A computer network that spans a relatively small area. Most LANs are confined to a single building or group of buildings. However, one LAN can be connected to other LANs over any distance via telephone lines and radio waves. LANs are capable of transmitting data at very fast rates, much faster than data can be transmitted over a telephone line; but the distances are limited and there is also a limit on the number of computers than can be attached to a single LAN.

**ROM** – Read Only Memory – Pronounced *rahm*, it is computer memory on which data has been pre-recorded. Once data has been written onto a ROM chip, it cannot be removed and can only be read.

**UPS** – Uninterruptible Power Supply – A power supply that includes a battery to maintain power in the event of a power outage. Typically, a UPS keeps a computer running for several minutes after a power outage, enabling you to save data and shut down the computer gracefully.

**WAN** – Wide-Area Network – One local-area network can be connected to other local-area networks over any distance via telephone lines and radio waves. A system of LAN's connected in this way is called a wide-area network.

### **Categorical Terms and Conditions**

The following categorical terms and conditions are in addition to the applicable General Terms and Conditions. Please review them and sign the acceptance of Categorical Terms and Conditions form. Place after Tab 5.

1. The offeror is encouraged to make its entire product line of computers, software and peripherals available in this category. Offerors will be evaluated on their ability to provide a variety of solutions to meet members' needs.
2. The offeror will support the economic benefit of cooperative purchasing by offering its product at a price lower than it would offer to individual educational agencies.
3. If offeror provides third-party hardware products/components to support or as add-ons to the members' computer systems, it will warrant these offerings for a minimum of 12 months. Any exceptions must be clearly noted as part of its response to this category.
4. The offeror must submit only products and services for which it is experienced, manufacturer authorized and trained and can perform warranty services, obtain parts and technical support from the manufacturer.
5. The offeror must provide "state-of-the-art" systems on this solicitation. The variety of systems can include but are not limited to small units (palm size, laptops, portables), desktop units (publishing, architect-design, scientific stations, administrative) and various types and levels of servers (web, application, video collection and distribution, data).
6. For all computer systems offered, the offeror must guarantee a minimum three (3) year warranty consisting of: on-site one-year parts, materials, labor and replacements with two (2) year additional parts, labor and shipping from and to member. A toll-free

technical support line available from 8:00 a.m. to 4:00 p.m. Mountain Time must be provided and calls must be returned within four (4) hours. This service will be available at no charge during the three (3) year warranty. Additional on-site and warranty options can be offered.

7. All systems must be bundled with a fully licensed operating system. The operating system will be the latest version compatible with the CPU and have all of the available service packs/updates loaded and configured to ensure all peripheral components, devices and accessories ordered with the unit are operating in accordance with the manufacturer's recommendations.
8. In addition to the operating system purchased by the member, each computer system must have the application software loaded, configured and ready to use. Additional software may include but is not limited to word processing, desktop and web publishing, drafting/engineering, scientific, photographic applications such as Microsoft Office, Dream Weaver, AutoCAD, Weather Station, Photo Studio, etc. The types of application software offered will be clearly identified in the offeror's response and bundle descriptions.
9. Due to the volatile nature of technology product costs, it is understood that prices will fluctuate during the tenure of this contract. Provide CES with written documentation for justification of any price increase or decrease. If the vendor is processing a purchase order, but the equipment has not yet been received by the member, then vendor must invoice at the lower (purchase order) price. The vendor must also provide the lower price to all members during the same period of time. The vendor is responsible for stipulating on all proposals to members the time period for which the prices are good.
10. The vendor will provide the latest technology in DVD/RW-ROM drives.
11. The offeror must clearly identify and state its' return policy terms and any restocking fees that may apply. No restocking fee in excess of 15% will be permitted.
12. In its' response, offeror must detail requirements for computer repair technicians on members' staff to give them authority to work on machines under warranty. The vendor will have the authority to approve or disapprove any technician to perform or provide services under this contract. The vendor can negotiate with the member for a reduction in price if the member is able to perform these services in accordance with the vendor's standards. The vendor can also provide replacement and warrantee parts to the member if it is acceptable to both parties.
13. Upon expiration of the warranty, the vendor must provide replacement parts to the member until such time as the parts are no longer available. The warehouse and stock parts will be sold at substantial discounts to members. Any special terms, conditions and requirements for such parts purchases will be clearly identified and stated in the response to this solicitation.
14. Vendor must have an Internet site available to members that provides up-to-date information on systems configurations, options and other related technical information and support reference materials.
15. Offerors that provide CES and its members with access to its' website and allows them to log on, retrieve quotes and proposals based on CES pricing, process orders on-line, access information regarding orders, invoices, and shipping status for purchases, are preferred.
16. Offerors will cooperate to link CES' website with its own website.

17. All computer systems are to be burned in for at least 24 hours to guarantee reliability. After assembly, the completely configured system with all ordered peripherals and accessories ordered will be tested to ensure components perform and operate to factory specifications. Systems offered must:
  - a. Operate from 5°C to 40 °C, 20 to 80% relative humidity, non-condensing.
  - b. Meet or exceed industry standards.
  - c. All equipment and services offered must comply with the current applicable provisions and standards of the following: NEC; Underwriters Laboratories, Inc.(UL); Federal Communications Commission (FCC); Canadian Standards Association (CSA); Institute of Electrical and Electronics Engineers (IEEE); American National Standards Institute (ANSI), Bellcore Standards, Electronic Industries Association/Telecommunications Industries Association (EIA/TIA), International Standards Organization (ISO), ISO-9000: Quality standards, ISO-9001: Quality standards, Occupational Safety and Health Administration (OSHA), Signal Computing Systems Architecture (SCSA), Multi-Vendor Integration Protocol (MVIP), Distributed Computer Telephony (DCT) group, local and state building codes. Where compliance with two or more standards creates a conflict for minimum quantities or quality levels, refer the uncertainties to the member's representative for a decision before proceeding. Where copies of standards are needed for performance of a required activity, the offeror will secure copies directly from the publication source.
18. Energy Star compliant units are preferred.
19. The offeror must demonstrate its ability to accept large orders of 100 or more workstations per day and deliver, install and configure them in a timely manner.
20. The offeror must demonstrate its ability to receive and respond to 10 or more service calls during a single day for the region(s) it is proposing to serve under this solicitation.
21. Cabling and network services will be limited to those directly associated with the installation, setup and configuration of hardware purchased and does not include or allow for any services that fall under the definition of construction as defined in the New Mexico Procurement Code or New Mexico Construction Industry Division Regulations.
22. The offeror will provide peripherals and third-party hardware/software as part of a total package to support the computer system ordered. These items may include but are not limited to the following:
  - a. Supportive hardware and services to equip a computer lab or extend a network is requested including but not limited to printers, monitors, LSD displays, video boards, DVD-ROM and CD-ROM internal and external multimedia storage devices, I/O devices, keyboards, hard drives, tape backup units, removable storage devices, power accessories, UPS systems, memory upgrades, surge suppressors, scanners and cameras.
  - b. Networking equipment and services to connect purchased computers and devices to an existing LAN or WAN as part of a turnkey project in a room. Please note that this does not include providing any kind of infrastructure between rooms or buildings.
  - c. Communication firmware, software, hardware and related services as part of a turnkey project.
  - d. This category does not authorize the offeror to provide the above three of items on an individual or isolated basis, but only if it is part of a computer hardware purchase or

project. No services can be performed under this contract that the New Mexico Departments/Divisions of Labor/Construction would classify as construction or a public works project.

## **Required Categorical Responses**

Unlike a bid that has exact specifications, a proposal is used when the procurement is based on something other than price alone. The following describes what CES is seeking in this category. Please respond to each item by providing a written narrative with support documentation that will provide CES evaluators and its members with a clear knowledge and understanding of your firm's understanding of the scope of work for this category. Place after Tab 5. An answer like "will comply" or "understand" is not acceptable ("will comply" can mean you will do it if you get the award, but that you currently aren't in compliance; "understand" doesn't mean you'll do it, it only means you understand the item). You can offer an alternative, but CES reserves the right to accept or reject any alternative solution.

1. Provide a list of the latest notebooks (portable, handheld computers), desktop computers and mini-tower computers (network workstation) that you would recommend for each of the following environments:
  - a. For a 3rd or 4th grade classroom, provide five (5) network ready workstations with a Microsoft XP operating system and Office Professional. On one of the five workstations provide a full page scanner with appropriate software attached. On one of the remaining four workstations provide a digital camera that would allow for two-way video conferencing. Suggest a network ready printer that could be used to print colored pictures and graphs. Suggest a network printer for normal day-to-day use.
  - b. For a high school science classroom, provide four (4) network ready workstations with a Microsoft XP operating system and Office Professional, together with Adobe scanning and publishing suite. Provide one (1) system with a high quality full page scanner with appropriate software. On another system provide a video/still digital camera for capturing lab experiments and field trips. Suggest a network ready printer that could be used to print colored pictures and graphs. Suggest a network printer for normal day-to-day use.
  - c. For a teacher's workstation provide a laptop with wireless connectivity, Microsoft XP operating system and Office Professional, along with a docking station with a 17 inch monitor, wireless mouse and keyboard and a printer for teacher use only.
  - d. Prepare a written quote for each of the above and propose units that are adequate to meet each environment's requirements at the most reasonable price. Warranty must be the minimum as stipulated herein. Note: Price is not to be a limiting factor. Units and prices must tie back to price sheets submitted. Complete units are to be proposed with standard educational options and those peripherals listed above.
2. Provide a detailed description of any upgrade or replacement program that you will offer as part of this contract. This includes programs that you offer to take existing hardware and refurbish it with replacement parts to bring it up to a current technology standard. As part of these programs, does your firm accept old and obsolete hardware for disposal? If so, please describe the terms and conditions.

3. The offeror will identify the number of installed units currently in use in New Mexico public educational institutions, the number and type of agencies using these systems and the number of years such systems have been installed. Also, include five references with name of institution, contact person name, phone number and e-mail address.
4. Through written documentation provide evidence that your firm can provide and support all of the products offered in your response.
5. Provide a list of training seminars that your firm has provided to end users in the operation and care of the hardware, software and other peripherals and which you intend to offer under this contract. Provide outlines and/or syllabus used for these sessions.
6. Does your firm intend to offer extended warranty, maintenance and service agreements to CES members after the regular warranty expires? If so how, by whom and from where will these services be provided? Describe the process for call for these services and the amount of time for a technician to respond and provide service.

### **Categorical Cost Considerations**

1. The offeror must clearly identify the process that will be used to make available a listing of all hardware, hardware options/components, software, peripherals, accessories and services that your firm proposes to offer under this category, together with their costs. The offeror must describe proposed products and services in specific terms. If pricing is by complete packages, then these package specifications and components must be clearly stated. If units are to be priced by components, then there must be a standard and clearly stated list of the components with their specifications and associated costs. Offeror can use either or both methods in its' response. However, offeror cannot mix or modify package configurations unless it has notified and received written approval from CES.
2. Nationally printed and/or electronic manufacturer's price list, if used, must be laid out in such a manner to comply with CES' requirements and to allow for easy verification of pricing by CES staff and its members.
3. If the offeror intends to offer custom built or as ordered computer systems or refurbished computers, the price sheets must be broken down into the following components:
  - a. Computer case and power supply.
  - b. Motherboard, cache memory, chipset.
  - c. Processor.
  - d. Ram memory.
  - e. Video card.
  - f. I/O and add on cards/ports/devices.
  - g. Hard drives, cd-roms, DVD-drives, tape drives, etc.
  - h. Sound cards and accessories.
  - i. Operating system software.
  - j. Other preloaded software broker out individual pricing.
  - k. Mouse/pointing device.
  - l. Keyboard.
  - m. Monitors.
  - n. Other peripherals devices and accessories.

4. Any offeror stating that a manufacturer does not publish a price list from which to base price discounts must submit a letter from the manufacturer attesting to such fact. Additionally, offeror must provide a means for CES to establish a published price for the affected materials or services. Pricing without such substantiation and documentation will be considered a custom item and pricing will be administered by CES requiring the offeror to verify that the price is indeed the current market price.
5. Provide a breakout price list of all costs associated or related to the delivery, installation, configuring, training, servicing and maintaining the computer hardware, peripherals accessories you are proposing.
6. The offeror must provide a price schedule with a description and a break down for all costs associated with single or multi year service agreements proposed in its response. Provide a sample copy of such agreements.

## **Category 4**

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

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

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

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

Due to the increased amounts of time, effort, paperwork, coordination and supervision in this area, as well as the amount of knowledge and expertise that is required to accomplish their goals in facility maintenance and management, members asked CES four years ago to publish a solicitation for firms to provide professional services in this area. CES did so and has had two vendors under contract to provide these services on an as-needed basis. The existing contracts will expire in 2005 and members have asked CES to again seek these services.

### **Categorical Scope of Work**

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

and engineering services are not to be a part of or be provided under this contract. Services offered can include but are not limited to:

1. Assist members in selecting a Facilities Management Board (FMB) to evaluate and monitor school capital needs and to distribute building renewal, existing deficiencies and new construction funding. In addition, the FMB usually adopts operating policies and procedures for establishing minimum school facility adequacy guidelines and standards.
2. Provide sample facility and equipment standards to assist in development of standards that will ensure sufficient facilities and equipment for students and instructional programs to meet the educational goals set by the NMPED, NMPSFA and local governing body. When NMPED/PSFA establishes their guidelines for funding capital outlay projects, they consider schools that have integrated and strived for high academic standards in obtaining parent and community expectations in meeting the educational facility needs.
3. Provide assistance to members in collecting data and developing a plan to guide capital expenditures to ensure that educational facilities meet established standards. This includes evaluating facilities with respect to adopted standards to identify deficiencies and associated costs, preparing demographic and enrollment forecasts, analyzing facility use and capacity and identifying future facility needs to accommodate growth and change. The plan should be based on a comprehensive database that is periodically updated that allows the FMB to develop priorities based on health and safety, growth and educational and facility renewal needs.
4. Provide assistance to members in securing funds to build adequate facilities. The criteria NMPSFA uses to determine member's eligibility for monies from state funds is an annual application, review, evaluation and approval of a member's request based on enrollment projections for the next five to eight years, the additional square footage that will be needed, the type and purpose of the requested facility and the amount of local funds or availability of local funds to provide adequate facilities.
5. Provide assistance to members in identifying, evaluating, and determining the feasibility of and securing of land and/or real property. Members that need to purchase land prior to doing new construction, may need to do so by considering the various options, that is, development land donation, land purchase, inter-governmental agency transfer, long term lease, etc.
6. Provide assistance to members in collecting data to develop a maintenance plan. This includes the need for heavy maintenance repair and replacement of building systems and equipment or what is known as soft capital items. Soft capital items are defined as capital assets that are short-lived such as furniture, fixtures and equipment purchased out of the 64.XX funding line items.
7. Assist members in other school planning activities including ADA analysis, attendance area planning, bus route planning, database development, public meeting facilitation and other related tasks.
8. Assist the members in establishing, selecting and coordinating a construction oversight committee to evaluate and monitor capital outlay projects, and to assist in building renewal, eliminating existing deficiencies and overseeing all construction projects. In addition, the offeror will usually assist this committee with research relating to various facility projects which would allow them to recommend adopting operating policies and procedures to establish minimum facility guidelines and standards for the member.

9. Assist the member's design and procurement team in developing, preparing, publishing and evaluating solicitations for procuring facility related products and services and the awarding of contracts. These bids may include but are not limited to: building supplies and materials, labor, construction and other related services or a combination of all of the above. Upon receipt of the bids, the vendor will evaluate all bids and consider all alternatives. The vendor will then prepare and present a summary report to the member. Once an award has been made, the vendor will prepare all contract documents and purchase order requests and present them for approval and implementation by the member's staff.
10. The vendor will serve as the member's representative and project manager. These services will include preparing, organizing, maintaining, submitting, tracking, summarizing and reporting all project documents. Samples of these documents are bids, purchase information, contracts, time schedules, change orders, shipping/freight bills, vendor invoices, and daily, weekly and/or monthly project progress reports as required. The vendor will act as liaison between the member, architect, contractor, local and state agencies, community groups and any others. The member and vendor will establish parameters, operating guidelines and procedures for this function prior to signing of a contract.
11. During the construction project the vendor will be responsible for the day-to-day operation of the project, including conducting progress meetings, overseeing the construction activities and project site to ensure that the member's interest is protected, and handling any problems or issues that arise.
12. The vendor will review and verify all vendor invoices for correctness, and will coordinate all conferences, all required inspections and provide the member with reports and documentation as required.
13. The vendor will assist in the closing out of all contracts, obtain all warranties, collect and file all documents for the permanent record, including all releases of liens and partial and final occupancy permits.
14. The vendor will oversee and coordinate all post construction activities, that is, identify, develop, report and ensure that punch list items noted during substantial completion walk through are resolved before the final inspection. The vendor will negotiate, mediate and resolve to the member's satisfaction any unresolved issues, ensure all warranties are in place with appropriate documentation and that all final billing and cost data is submitted and finalized.
15. The vendor will prepare and present a final project report indicating: 1) the original scope of the project; 2) any and all additions, modifications, deletions with justification; and 3) the original estimated project cost in relationship to the final cost and reporting any differences and the overall outcome and effect to the member's master short and long range plans.

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

## **Categorical Definitions**

**ADA** – Americans with Disabilities Act

**ANSI** – American National Standards Institute

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

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

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

**CPSC** – Consumer Product Safety Commission

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

**EPA** – Environmental Protection Agency

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

**ISO** – International Standards Organization

**NBFU** – National Board of Underwriters

**NEC** – National Electrical Code

**NFS** – National Sanitation Foundation

**NFPA** – National Fire Protection Association

**NMPED** – New Mexico Public Education Department

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

**OSHA** – Occupational Safety Hazard Administration

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

**UBC** – Uniform Building Codes

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

### **Categorical Terms and Conditions**

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

1. The offeror must provide project managers, financial, data collection/analysis, educational and environmental specialists with five or more years in facility design, construction and utilization.
2. The offeror must have prior experience with New Mexico public education institutions to adequately provide the services requested herein.
3. Any licensed professionals who work under this solicitation must have and maintain a current New Mexico license during the term of any contract awarded under this solicitation. The license will bear the name of the registrant and state the profession in which the individual is permitted to practice.
4. The offeror must be willing to accept an NTE (not to exceed) purchase order for as-needed services. If progress payments or any special financing is desired, it must be requested by the member on its purchase order to CES.
5. The offeror must identify all of its regular costs, indicate CES discount and the CES prices offered through cooperative purchasing and place after Tab 6. All costs, including hourly fees, paperwork fees and costs, per diem, travel, daily, weekly and other charges, must be detailed in offeror’s response.
6. As part of any proposal under this solicitation, the offeror will establish and state all mutually agreed upon project scopes of work, outcomes, expectations and performance evaluation criteria for the proposed project. During the performance of the project changes can be made by mutual agreement and then followed up in writing.
7. In any survey of students, parents, teachers, certified and non certified staff, administrators and community members, it will not violate the provisions of the Family Educational Rights and Privacy Act (FERPA) adopted by the State of New Mexico, nor disclose any personal identifiable information.
8. The offeror must provide qualified staff members to participate as a consultant of the member’s facility management team to assist them in developing, maintaining and implementing a master facility plan. Such tasks may include, but are not limited to:

- a. Assisting the team and design team with establishing goals, collecting facts, identifying concepts and determining the functional needs necessary for facility remodeling or construction.
  - b. Working with the involved groups in the development and design phase of a project.
  - c. Working with the involved groups in the preparation, publishing and receiving of bid and construction documents required to obtain products and services.
  - d. Assisting the member in investigating and using all of the available procurement methods to obtain products and services such as cooperative contracts/purchase agreements available from CES, the State of New Mexico or from other cooperatives when such use will result in savings to the member.
  - e. Assisting the group in developing, conducting, receiving, compiling, analyzing and reporting results of survey information needed to make sound decisions.
  - f. Assisting in training and orientation meetings with board, administration, staff and the community in the facility management and planning areas.
  - g. Facilitating and obtaining research and best practices in facility planning, construction, maintenance and evaluations.
9. A vendor, who uses a consultant that has been terminated from a professional position within the past five (5) years, must provide information about the termination. CES and its members reserve the right to approve or reject any consultant to work the contract based on the information obtained.
  10. The vendor will update the qualification briefs and background checks of consultants on an annual basis. For new consultants to be placed on contract, the vendor must provide resumes and background information prior to appointment to the contract.
  11. The vendor will have and maintain, for the term of any contract awarded under this solicitation, the appropriate professional errors and omissions liabilities insurance and must provide proof of insurance certificates.
  12. The offeror must list any subcontractors in its response who will be working under this category. Provide resumes and background information.
  13. Any contract between the vendor and the member must meet or exceed industry standards, comply with all state and local requirements and be consistent with the terms and conditions of this RFP. The term of this member/vendor contract will be for one (1) year. Contingent upon mutual acceptance of both parties, the contract can be extended annually, but cannot exceed the vendor's awarded contract under this solicitation.
  14. All services provided and work byproducts submitted under this solicitation must exceed industry best practices and standards.

### **Required Categorical Responses**

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

1. Educational Facilities Evaluation Services includes but is not limited to:

- a. Educational facilities evaluation services will include assistance to the member in preparing all phases of the facility management plan.
  - b. Consultants will provide the member with accurate database information to complete all forms and reports for the FMB/NMPED, including, but not limited to, attendance forms and local fund use forms.
  - c. Consultants will assist the member in obtaining and organizing the existing facilities Computer Aided Design (CAD) drawings and blueprints as needed to develop a long-term plan.
  - d. Consultants will complete and compile all appropriate facility measurement forms.
  - e. Consultants will gather, organize, summarize, compile and submit all data required by the FMB.
  - f. Consultants will assist the member in identification of facility deficiencies and recommend corrections.
  - g. Consultants will identify critical health and safety problems and any related square footage deficiencies in student-occupied spaces.
  - h. Consultants will assist the member in reviewing and interpreting data collected for plumbing, cooling/heating, telecommunication and electrical system deficiencies, as needed.
  - i. Consultants will assist in identifying deficiencies in portable facilities, if any.
  - j. Consultants will assist in obtaining, organizing and reporting of the cost estimates to correct deficiencies.
  - k. Consultants will report deficiencies to the FMB, as requested.
2. Consulting services for assisting in the requesting and securing of funding sources include but are not limited to:
    - a. Consultants will identify, gather, review and prepare documentation from the database to assist the member in determining whether the member qualifies for and can request capital outlay funds from the state or propose and secure a local bond issue.
    - b. Consultants will provide rationale for critical cap submission to the state or in seeking a bond issue as needed.
    - c. Consultants will assist the member in making presentations to the NMPED, local governing boards and community as needed.
  3. Consulting services for assisting the member to establish both short and long term goals and objectives include but are not limited to:
    - a. Consultants will assist the member in preparing student growth data and how this growth will require additional capital expenses.
    - b. Consultants will assist the member with site selection and evaluation of future needs.
    - c. Consultants will assist the FMB in developing a timeline for site development and construction with associated estimated costs.
    - d. Consultants will report all relevant information to the member, as requested.
  4. Project Management means a person who, by reason of special knowledge in the construction management industry acquired by professional education and practical experience, is qualified to assist the member in contract and information management, quality control, cost control, schedule control and will represent the member in all matters relating to past, current and future facility evaluation, construction, maintenance and utilization. Project management services include but are not limited to:

- a. Project management services include construction contract and information management, quality control, cost control and schedule control.
  - b. The Project Manager (PM) will represent the member in matters relating to the project.
  - c. The PM will prepare all reports and forms necessary for the FMB as needed.
  - d. The PM will consult with the architect/engineer and general contractor to assure cost, schedule and quality are in compliance with the project.
  - e. The PM will perform on-site inspections, budget development, review of architectural drawings, documentation of all steps in the project, schedule control, quality control, change order review and processing, interpretation of specifications and documents, testing of systems (infrastructure, utilities and telecommunications), review and recommendations on any claims and close-out activities of the project.
  - f. PM services may include estimating of costs related to administrative, legal, land, design, consultant fees, testing, construction, furnishings, fixtures and equipment and relocation costs. Budget estimates will be accurate and documented for presentation to the NMPED, local governing body, committees and the public.
  - g. Design documents will be inspected and reviewed by the PM for accuracy and work schedule.
  - h. The PM will make any necessary recommendations for alternative ways of accomplishing the scope of work to achieve quality, cost reduction and schedule goals.
  - i. The PM will develop a master schedule showing the work to be accomplished and necessary milestones. Timing of procurement will be included in the schedule. Life cycle costs, maintenance and operations will be analyzed for appropriateness.
  - j. The PM will assist in any disputes or claims against the member.
5. General Consulting Services
- a. General consulting services will include, but not be limited to those listed below and will be directly related to facility evaluation, project and construction management.
  - b. The consultants will analyze safety, security and vandalism factors when needed.
  - c. The consultants will meet with the local governing body of the member as needed.
  - d. The consultants will provide assistance to the member with grant applications, general obligation bonding, adjacent ways and other taxing and funding needs. The consultants must disclose to the member any other project under way that might present a conflict of interest in its representation.
  - e. The consultants will provide other related services such as forensic engineering, risk analysis and identification, ADA compliance, due diligence inspection, claims avoidance and resolution.
  - f. The consultants will provide inventory studies of quantity and condition of equipment and infrastructure, including, but not limited to, desks; chairs; fixtures; computers; instructional, maintenance, transportation equipment and tools.
  - g. The consultants will survey and study the member's compliance with federal, state and local laws and codes. When a member's policy manual needs updating or change, the consultant will make the necessary recommendations to the administration.
  - h. The consultant will assist the member in establishing, organizing and conducting a facility management board (FMB).

- i. The consultant will assist the member in establishing, organizing, maintaining and reporting both a short and long term facility management plan.
6. The offeror will provide a sample of a short and long range plan document that it has assisted in developing, preparing and publishing.
7. Through written narrative, the offeror will describe, discuss and present the firm's philosophical and technical approaches to understanding the scope of work required and necessary to establish, communicate, conduct, complete and ensure that a project executed under its proposed solutions will successfully allow the members to meet their goals and objectives in facility and/or project management.
8. Through written narrative and other documentation, demonstrate the firm's familiarity with:
  - a. The New Mexico's Procurement Code.
  - b. The NMPED and NMPSFA programs, application process, requirements and standards.
  - c. National statistics, standards, trends and best practices relating to educational facility evaluation, design, maintenance and management.
  - d. Working, communicating and interacting in various parts of state, local and the member's political arenas that exist.

### **Categorical Cost Considerations**

1. Price schedules submitted for this category must clearly identify and present all costs associated with performing and completing projects in accordance with your firm's proposal. Costs must be broken out into:
  - a. Labor rates for both in house and external services providers; which may include but are not limited to:
    - 1) Project management and oversight.
    - 2) Facility evaluation services.
    - 3) Laboratory, testing and other related services.
    - 4) Professional and general consulting services as allowed in this category.
    - 5) Clerical and related services.
    - 6) Miscellaneous services and labor related fees.
  - b. Supplies, materials, equipment and reimbursable expenses which may include but are not limited to:
    - 1) Office and other related supplies and materials.
    - 2) Equipment rental and meeting costs.
    - 3) Data collection and processing services.
    - 4) Advertising, publishing, duplicating and photographic services.
  - c. Travel and per diem costs which may include but are not limited to:
    - 1) Travel Time – This represents any cost associated with employees and/or subcontractors traveling to and from the project site from their home location. Offerors are to indicate the percent of the individual's regular hourly rate that is to be charged for travel time. Example: If an individual is paid One Hundred Dollars (\$100) per hour and you charge the customer Fifty Dollars (\$50) an hour, the percent of regular time would 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) Air Fare and Vehicle Rental – This represents the cost for providing public transportation and/or vehicle rentals to workers to travel to and from a project site. Offerors are to indicate the percentage of mark-up/overhead/processing cost to be added to the actual expense incurred by the offeror to provide transportation. Example: Air fare was Two Hundred Dollars (\$200), the offeror bills the customer Two Hundred Twenty Dollars (\$220). The percentage of mark-up/overhead/ processing cost would be ten percent (10%).
  - 4) Mileage Rate – This represents the per mile cost to the member when a company/ individual owned vehicle is used for transportation. Offerors are to indicate per mile charge, that is Forty-Five Cents (\$.45) per mile.
2. The offeror's price schedules must be based on a fixed discount off the normal and customary fee, normal market price or current percentage. If the offeror feels that none of these apply, then an alternative method for setting the current or normal and customary price must be submitted so that the CES discount can be applied.
  3. All cost schedules and other pricing forms must clearly identify and describe the service, supplies or materials, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the normal cost, etc.
  4. When providing equipment costs, indicate an hourly, daily and weekly rate.

## **Category 5**

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

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

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

### **Categorical Scope of Work**

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

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

support services; OSHA and VPP planning and implementation; regulatory liaison to federal, state and local officials.

7. Resident safety officer issues such as assisting in weekly or monthly on-site safety visits, conducting training, hazard analysis, OSHA record keeping, developing and/or revising policies and procedures; and hazardous communications.
8. Training services can include regulatory compliance such as hazardous communication; emergency response; lockout/lockdown procedures; fall protection; and new employee, supervisor, safety team and security staff training.
9. Technical writing can include policy and program development; training manuals development; utility shutdown procedures; facility-specific inspection checklists; pre-construction checklists; emergency response procedures; security manual development; and school bus and transportation safety manual development.

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

### **Categorical Definitions**

**AASA** – American Association of School Administrators

**ADA** – Americans with Disabilities Act

**AISC** – American Institute of Steel Construction

**ANSI** – American National Standards Institute

**ASME** – American Society of Mechanical Engineers

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

**CPSC** – Consumer Product Safety Commission

**CSA** – Canadian Standards Association

**EIA** – Electronic Industries Association

**EPA** – Environmental Protection Agency

**FCC** – Federal Communications Commission

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

employee exposure and medical records; construction involving hazardous materials and hazardous communications

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

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

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

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

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

**IPEMA** – International Playground Equipment Manufacturers Association

**ISO** – International Standards Organization

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

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

**NBFU** – National Board of Underwriters

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

**NEC** – National Electrical Code

**NFPA** – National Fire Protection Association

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

**NMPED** – New Mexico Public Education Department

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

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

**NSF** – National Sanitation Foundation

**OSHA** – Occupational Safety Hazard Administration

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

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

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

**UBC** – Uniform Building Codes

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

**USPHS** – United States Public Health Service

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

### **Categorical Terms and Conditions**

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

1. The offeror must clearly identify and state the safety services it is proposing to offer under this category. For each service offered, the offeror must provide a detailed

description of what is involved and what the intended outcome of these services would be to the member.

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

## Categorical Specifications

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

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

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

- equipment. During the process of completing playground audits, the vendor will make recommendations for retrofitting equipment in lieu of disposing of equipment when appropriate. The vendor's findings, conclusions and recommendations are the catalyst for the member to develop a long range plan of action and philosophy to comply with the CPSC guidelines and the ASTM standards.
- c. The vendor will work with the member on an ongoing basis to replace, retrofit and upgrade playground equipment as needed by assisting in the preparation of an equipment list with specifications of like equipment so that the member can get price quotes from all available vendors. With the assistance of the vendor, the member will evaluate, negotiate and award a contract. The quality assurance aspect of the project can be performed by the vendor if requested by the member.
  - d. Upon request of the member, the vendor will conduct training seminars and sessions for employees to develop knowledge of and the ability to evaluate, recognize and work with playground safety issues, hazards and the development of new facilities. These seminars will be conducted in both a classroom setting and on playground site.
  - e. The vendor, upon request by the member, will work with member staff, community groups and contracted professionals to design, develop, procure goods and services and install new playgrounds within existing and new educational facilities.
  - f. All products and services offered under this solicitation must be in compliance with and in accordance with the Consumer Product Safety Commission (CPSC) safety performance specification and standards established and recognized nationally for public playgrounds and playground equipment. Reference documents may include but are not limited to:
    - 1) ASTM standards: D-2240 – Test Method for Rubber Property-Durometer Hardness; F-698 – Specification for Physical Information to be Provided for Amusement Rides and Devices; F-846 – Guide for Testing Performance of Amusement Rides and Devices; F-853 – Practice for Maintenance Procedures for Amusement Rides and Devices; F-893 – Guide for Inspection of Amusement Rides and Devices; F-1004 – Consumer Safety Specification for Expansion Gates and Expandable Enclosures; F-1077 – Guide for the Selection of Committee F-16 Fastener Specifications; F-1148 – Consumer Safety Performance Specification for Home Playground Equipment; F-1159 – Practice for the Design and Manufacture of Amusement Rides and Devices; F-1292 – Specification for Impact Attenuation of Surface Systems Under and Around
    - 2) Playground Equipment ANSI Standards Z-535.1 – Safety Color Code Z-535.4 – Product Safety – Signs and Labels
    - 3) Federal Standards 16-CFR Part 1303 Ban of Lead-Containing Paint and Certain Consumer Products
    - 4) Bearing Lead-Containing Paint 16-CFR 1500 Hazardous Substances Act Regulations, including Section 1500.48 – Technical Requirements for Determining Sharp Metal or Glass
    - 5) Edge in Toys and Other Articles Intended for Use by Children Under 8 Years of Age, 16-CFR – Section 1501 Method for Identifying Toys and Other Articles Intended for Use by Children Under 3 Years of Age Which Present Choking, Aspiration or Ingestion Hazards Because of Small Parts

- 6) Americans With Disabilities Act, Public Law 101-336:28 CFR 35 Title II Subtitle A, 28-CFR 36 Title III, Appendix A
- 7) Other Documents including UL 969 Standard for Safety Marketing and Labeling Systems

### **Required Categorical Responses**

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

### **Categorical Cost Considerations**

1. The offeror will provide a price and discount schedule for all safety related products and services offered under this category. The offeror can prepare its own schedules; however, it must follow the format and provide the information listed below. Additional pricing and discounts may be included. Place after Tab 6.
  - a. The offeror will provide a complete list of consulting, technical, training and support services offered. Price schedules submitted must include a detailed description of the service, the levels, perimeters and stipulations that apply for each and with all of the associated costs.
  - b. The offeror will provide a price schedule listing the terms, conditions and stipulations relating to travel, pre diem and when they do or do not apply.

- 1) Travel Time – This represents any costs associated with employees and subcontractors traveling to and from the project site from their home location. Offerors are to indicate the percent of the individual's regular hourly rate that is to be charged for travel time. Example: If an individual is paid One Hundred Dollars (\$100) per hour and you charge the customer Fifty Dollars (\$50) an hour, the percent of regular time would 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 owned vehicle is used for transportation. Offerors are to indicate per mile charge, that is Forty-Five Cents (\$.45) per mile.
  - 4) Freight/Delivery Charge – This represents the cost to the member for shipping materials from the vendor's place of business, manufacturer's or supplier's distribution center to the project's location. The offeror will identify the method to be used to calculate the charge when it is applicable.
- c. The offeror can offer as part of any safety salutation material, supplies, sampling, testing, equipment, etc. These prices must be based and submitted on a fixed discount off the normal retail or published list price. If a list price is not available, an established method for setting a list must be submitted so that the CES discount can be applied.
  - d. Reimbursable – This represents the cost for providing duplicating services, meeting, presentation and other costs not covered above to provide and deliver safety solutions to members. Offerors are to indicate the percentage of mark-up/overhead/processing/handling costs to be added to the actual expense incurred by the offeror to provide these items. Example: Duplicating of safety handbook was Two Hundred Dollars (\$200); the vendor bills the customer Two Hundred Twenty Dollars (\$220). The percentage of mark-up/overhead/ processing cost would be ten percent (10%).

## **Category 6**

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

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

#### **Categorical Scope of Work**

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

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

- b. Water management programs
- c. Landscape management programs
- d. Specification writing
- e. General plan review
- f. Irrigation

Services requested under this category **DO NOT** include any services that would be classified as construction services by NMCID.

### **Categorical Definitions**

**ANSI** – American National Standards Institute

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

**EPA** – Environmental Protection Agency

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

**ISO** – International Standards Organization

**NMCID** – New Mexico Construction Industries Division

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

**OSHA** – Occupational Safety Hazard Administration

**UBC** – Uniform Building Codes

**USPHS** – United States Public Health Service

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

### **Categorical Terms and Conditions**

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

1. The offeror must provide the landscaping services requested herein.

2. Offeror will ensure that all individuals, firms and subcontractors used to perform or supervise work under this solicitation will have the qualifications, certifications and expertise necessary for them to perform and provide products that meet or exceed federal, state, local and industry standards.
3. The offeror must provide a written narrative, together with documentation to demonstrate its' ability to perform under this solicitation.
4. If, as part of any project performed under this category, the member is required to perform or provide man power in conjunction with the vendor, it must be clearly described, agreed to and put in writing as part of the vendor's project proposal to the member.
5. The vendor will use only materials that meet or exceed those standards established for public facilities by local, state, federal and industry associations, organizations and governing bodies.
6. The vendor will assume full responsibility for communicating and providing all MSDS and safety information to the member relating to the storage, application and use of fertilizers, chemicals and products.
7. The vendor must ensure that individuals working in and around the educational institutions are of good and moral character and meet or exceed the standards set by the Safe School Act.
8. The vendor must comply with all federal, state and local laws. Adjoining property owners must not be annoyed by noise, pollutants and material hauling operations. Procedures for dealing with fire and theft must be established. Methods used to guarantee safe job practices relating to the health, safety and welfare of the member's students, employees and community must be clearly stated.
9. Consulting services in the general areas of turf grass management must include, but are not limited to, soil analysis, pest analysis, irrigation analysis, site preparation, silt seeding, proper fertilization, dragging, core aerification, slicing aerification and top dressing application, etc.
10. If the member requests, the vendor must provide a written site survey, including but not limited to the review of existing grounds management problems such as landscaping, drainage and usage.
11. The vendor must be willing and able to provide training for member's staff in lawn, grounds care and other related areas.
12. Vendor, upon request of the member, will establish mutually agreed upon performance based outcomes, timelines and project specifications before an agreement and/or purchase order is sent to CES for the project.
13. The vendor must advise the CES member's contact person whenever work or products offered is expected to be hazardous to children, employees or others within the immediate area of work.
14. The vendor will deliver materials to the project site in new, dry, unopened and well-marked containers showing product and vendor's name. The containers must meet or exceed OSHA/EPA standards. Damaged or unlabeled materials will not be accepted or stored on project site.
15. The offeror must demonstrate that it is an authorized manufacturer's representative and has training and experience working with and around the products being proposed herein.

16. Since the products are to be utilized in an educational environment where children and adults of various ages must work and play, the offeror must have policies and procedures in place to ensure that the end user is aware of and understands all shipping, storage, handling and application requirements, conditions and potential problems that may exist and the options and remedies if special requirements exist or must be met.
17. The offeror should note that the knowledge, background experience and expertise levels of the members' warehouse, maintenance, grounds and custodial personnel will differ from member to member. Therefore, the offeror must be prepared to provide various levels of support and assistance that are appropriate to the application and products as dictated by the member's needs and situation. It is important that the offeror carry a variety of product lines that will allow the members to meet their individual and various needs. The offeror is encouraged to offer as many and as varied a product line as possible.

### **Required Categorical Responses**

1. Through written documentation, the offeror must clearly identify the services they are proposing.
2. Offeror must, through written documentation, demonstrate its' ability to perform those services offered herein by providing:
  - a. Prior experience
  - b. The type, kind and level of services provided to New Mexico public educational institutions
  - c. Examples of training and consulting services offered, which resulted in better managed and kept grounds/facilities.
3. Offeror must provide examples of project documents prepared and submitted to facility owners, which included the evaluation of existing facilities, their conditions and the design and implementation plan for a complete solution.
4. The offeror must provide samples of:
  - a. Charts for turf management control, indicating suggested applications by time of the year
  - b. Soil analysis printouts with recommended plans of action
5. Through a written narrative, discuss your company's background, knowledge, resources, experience and attributes that you feel makes the products and services you propose to offer the most advantageous, cost effective solutions to meet the diverse needs and requirements of the members. Why do you feel the product line you are proposing has the most potential of meeting the members' needs?
6. Discuss your company's strategies in obtaining and ensuring that the products recommended for use on trees, bushes, shrubs, grass fields, flowers/plants and other vegetation covered by this category are of high quality and appropriate for New Mexico's various climates and soil conditions and are safe for our environment.

## **Categorical Price Considerations**

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

**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, January 7, 2005, 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, January 10, 2005 proposals will be reviewed by the Executive Director and a committee designated by the CES Board of Directors. Notification to all respondents will be made by Friday, February 11, 2005.

**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](mailto: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](mailto:drupe@esc4.net)

**SECTION IV: PROPOSAL FORMS**

Form A      **Offerors Declaration Form**

Offeror must indicate each category (1 through 7) 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    Special Education Management and Tracking Software**
  
- Category 2    Window Coverings, Shades, Blinds, Curtains, Sunlight Control Devices and Accessories**
  
- Category 3    Computer Hardware, Peripherals, Accessories and Software**
  
- Category 4    Educational Facility Evaluation, Capital Outlay Long Range Planning and Project Management**
  
- Category 5    School Safety Audit, Inspection, Consulting and Training Services**
  
- Category 6    Consulting Services and Products for Turf Management, Including Evaluating, Testing, Analyzing and Treating Soils, Lawns, Bushes, Trees and Other Landscaping Areas**

**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.

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

**PROJECT: As Defined in RFP 2005-011**

OFFER  
ACCEPTANCE OF OFFER  
and  
CONTRACT AWARD

**OFFER TO BE COMPLETED BY VENDOR**

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

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Address \_\_\_\_\_ Authorized Signature \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_ Zip \_\_\_\_\_ Printed Name \_\_\_\_\_

**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 February 11, 2006 unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods, ending February 11, 2009.

\_\_\_\_\_  
Authorized Signature Contract Number

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

AGENCY  
SEAL  
or  
STAMP



**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***

*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)  two percent (2%) lower than our best price to individual members.  
 three percent (3%)  
 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. **Form A** – Offerors Declaration Form (pages 83-84) **(PLACE BEHIND TAB 1)**
- \_\_\_\_\_ 2. **Form B** – The signed Offer and Contract Award (page 85) **(PLACE BEHIND TAB 1)**
- \_\_\_\_\_ 3. **Form C** – The signed Affidavit (page 86) **(PLACE BEHIND TAB 1)**
- \_\_\_\_\_ 4. **Form D** – Price List of the equipment/services offered (page 87) **(PLACE BEHIND TAB 6)**
- \_\_\_\_\_ 5a. **Form E** – A list of any exemptions or modifications of General Terms and Conditions (page 88) **(PLACE BEHIND TAB 3)**
- \_\_\_\_\_ 5b. **Form E** – A list of any exemptions or modifications of Categorical Terms and Conditions (page depends on category) **(PLACE BEHIND TAB 5)**
- \_\_\_\_\_ 6. **Form F** – Support and Maintenance Plans (page 89) **(PLACE BEHIND TAB 7)**
- \_\_\_\_\_ 7. **Form G** – Offeror’s Support for CES Prices (page 90) **(PLACE BEHIND TAB 7)**
- \_\_\_\_\_ 8. **Form H** – Questionnaire for Offeror (pages 91) **(PLACE BEHIND TAB 7)**
- \_\_\_\_\_ 9. **Form I** – Manufacturer’s Representative Form (page 93) **(PLACE BEHIND TAB 7)**
- \_\_\_\_\_ 10. A point-by-point response for the 10 items (a–j) under Vendor Qualifications (pages 8-10) **(PLACE BEHIND TAB 4)**
- \_\_\_\_\_ 11. A point-by-point response to each requested item to which the vendor is responding under Section II-Scope of Work, D. Specifications (page number depends on category) (categorical responses) **(PLACE BEHIND TAB 5)**
- \_\_\_\_\_ 12. Letters of financial stability and credit limit **(PLACE BEHIND TAB 4)** (requested in No. 10 above)
- \_\_\_\_\_ 13. All miscellaneous forms that apply **(PLACE BEHIND TAB 8)** (requested in No. 10 above)
- \_\_\_\_\_ 14. Copies of all licenses **(PLACE BEHIND TAB 4)** (requested in No. 10 above)
- \_\_\_\_\_ 15. Appendix with catalogs, slicks, model information, etc. **(PLACE BEHIND TAB 10)**
- \_\_\_\_\_ 16. **Form L** – Submission Check-Off Form (page 96) **(PLACE BEHIND TAB 9)**

\_\_\_\_\_  
Signature