

COOPERATIVE EDUCATIONAL SERVICES
4216 Balloon Park Road NE • Albuquerque, New Mexico 87109-5801
PHONE (505) 344-5470 • FAX (505) 344-9343

REQUEST FOR PROPOSALS

RFP Date **November 6, 2006**

RFP Number: RFP 2007-003
Issue Date: November 6, 2006
Commodity Titles:
906, 925 Professional Design Services

RFP Due Date **December 8, 2006**

Day / Date: December 8, 2006
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 4/10th of a mile west. Turn left on Balloon Park Road NE. The CES offices will be the third building on the left. The receptionist 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 States the Special Terms and Conditions, the Scope of Work and Required Additional Responses.
- ? Section III indicates how the proposals will be evaluated and how the awards will be made.
- ? Section IV incorporates the forms used in the proposal response.

**COOPERATIVE EDUCATIONAL SERVICES
4216 Balloon Park Rd NE
Albuquerque, New Mexico 87109**

505-344-5470

LEGAL AD

Cooperative Educational Services (CES) solicits sealed proposals from qualified respondents to provide Professional Architectural/Engineering Services to public educational institutions throughout New Mexico. Proposals will be received until 1:30 p.m. local time on Friday, December 8, 2006. Proposals received after that time will be returned unopened. All proposals must be submitted in a sealed envelope marked RFP 2007-003 on the front of the envelope. A list of instructions, specifications, conditions, award criteria, proposal form, and form of contract can be obtained upon request by telephone (505) 344-5470 from 8:30 a.m. to 4:30 p.m., Monday through Friday or e-mail requests to bids@nmedu.org.

Cooperative Educational Services reserves the express right to accept or reject any or all proposals in whole or in part, and to waive any or all technical irregularities when it is in the best interest of Cooperative Educational Services.

/s/ Max Luft,
Executive Director

PUBLISH: Sunday, November 5, 2006, or Monday, November 6, 2006
Sunday, November 12, 2006 or Monday, November 13, 2006

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

COOPERATIVE EDUCATIONAL SERVICES
4216 Balloon Park Road N.E. • Albuquerque, New Mexico 87109-5801
(505) 344-5470 • FAX (505) 344-9343

Table of Contents

I. <u>INSTRUCTIONS TO OFFEROR</u>	Page
A. Introduction	6
B. Examination of Documents	6
C. Questions	6
D. Proposal Submission	6
Preparation of the Proposal	6
Format of the Proposal	7
Contents of the Proposal	7
Offeror Qualifications	9
E. Listing of Definitions and General Terms and Conditions	11
II. <u>SCOPE OF WORK AND SPECIFICATIONS</u>	
A. Scope of Work	29
B. Duties of Contractor	29
C. Duties of CES	29
D. Specifications	30
E. Listing of Category	30
Category 1 Professional Design Services	31
Categorical Scope of Work	31
Categorical Terms, Conditions and Specifications	32
Required Categorical Responses	48
Categorical Cost Considerations	
(to be discussed and established during contract negotiations)	48
Categorical Exhibits	49
III. <u>CONDITIONS LEADING TO AND INCLUDING CONTRACT AWARD</u>	
A. Contract Form	50
B. Proposal Submission	50
C. Proposal Review	50
D. Evaluation Factors	50
E. Shortlisting Meeting	52
F. Notice of Finalists	52

G.	Interviews with Finalists	52
H.	Negotiations	52
I.	Cost Consideration	53
J.	Important Notice to Offerors	53
K.	Colorado Extension	53
IV.	<u>PROPOSAL FORMS</u>	
<hr/>		
A.	Offeror's Declaration Form	54
B.	Offer, Acceptance of Offer and Contract Award	55
C.	Affidavit	56
D.	Cost Considerations	
	(to be discussed and established during contract negotiations)	57
E.	Acceptance of Terms and Conditions	62
F.	Offeror's Support for CES Prices	63
G.	Questionnaire for Offerors	64
H.	Instructions for Completion of Price Pages	66
I.	Comments on Multiple Award and "Most Favored Customer" Contracts	67
J.	Submission Check-Off Form	68

Exhibits (See Attached)

Exhibit 1: CES' Three Party Agreement Between Owner, Buyer and Design Professional

Exhibit 2: PSFA's General Conditions of Agreement Between Owner and the Design Professional.

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 CES members. Selection for award shall go to the responsive Offeror whose proposal is most advantageous to CES. The method by which the Offeror will be selected is detailed further in the evaluation section.

B. EXAMINATION OF DOCUMENTS

Offerors shall 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 web site (www.nmedu.org) as addenda and will become part of the proposal documents. Those not having access to the Internet may call CES either to determine if addenda have been issued, or to request to 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 shall 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 Offer. If a company or corporation submits the Proposal, an official or duly authorized agent shall 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 may be corrected prior to opening but shall be initialed by the person signing the Proposal. Corrections and/or 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 shall govern.
- d. Periods of time stated as a number of days shall 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 shall be submitted on the forms and in the format contained in the RFP. If you choose to extend your offer to schools in Colorado, include an additional original proposal, with original signatures for each state. The proposals shall contain all descriptive literature, specifications, samples, etc. All proposals shall be submitted in three-ring binders.
- b. The forms as contained in and format as requested in the RFP shall be used. Offerors may 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. No pencil submissions are allowed. **Forms may be filled in by hand, but should be printed.**
- c. In preparing a proposal, a vendor should present a point-by-point response to any/all relevant term, special consideration, or specification that they take exception to and/or to not agree to. A response that does not clearly identify and/or state exceptions and/or deviations may be rendered as non-responsive. Usually, on a term or condition, 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 may 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 vendor organize his or her proposal in the following manner:

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

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

Tab 1: The Offer

- Offeror's declaration Form A (page 54)
- Signed Offer Form B (page 55)
- The RFP Affidavit page, notarized signature required Form C (page 56)

- 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 (place copy of pages 11 through 28 in order)
 - Acceptance of all Terms and Conditions (first line must be signed RFP page 62)
 - Written statement of any exceptions and deviations.
- Tab 4: Vendor Qualifications
 - Answers to Questions 1-10 (RFP pages 9-10)
- Tab 5: Category Specific Responses
 - Categorical Terms and Conditions (place copy of pages 30 through 49 in order)
 - Acceptance of Categorical Terms and Conditions (second line of RFP page 62)
 - Categorical Required Responses for items 1-5 page 48 (written response to every part)
 - Written statement of any exceptions and deviations.
- Tab 6: Cost Considerations
 - To be left blank until contract negotiations (Form D price schedule will be utilized to establish prices during contract negotiations for each category (pages 57-61)
- Tab 7: Required Forms
 - Offeror's Support for CES Prices (RFP page 63)
 - Questionnaire for Offeror (RFP pages 64-65)
- Tab 8: Additional Information
 - Additional information that you wish to include
 - Additional support pages requested in each specific category
- Tab 9: Offeror's Checklist
 - Make certain everything is included, and then sign Form J (RFP page 68)
- 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, October 27, 2006 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 effort to this proposal?" Be sure the Offer is signed and that all forms are enclosed. After verifying this has been done, make a copy of the proposal for yourself. Submit your proposal to CES.

4. Offeror Qualifications

a. All proposals must contain answers or responses to the ten (10) items listed below.

Any Offeror(s) 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 evaluator(s) to have some information about the company being evaluated. For the evaluator(s) to know if the proposal being read is within the capability of the Offeror, factual information about the vendor 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 evaluator(s) or, if awarded, member staff.

- 1) Write a brief company profile that includes: the date formed, type of organization, the principal founders, the firm's mission statement and philosophy of doing business and working within the educational market and how the firm has successfully developed its market share over time. Generally, CES will not accept an offer from a business that 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 professional design industry 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 its members to do business with the vendor, organizations who have failed to demonstrate their capacity and ability to perform may be placing its members at risk.
- 2) Where are the headquarters of the firm located? Provide address, city, and state, and if there are branch offices supply the relevant information. How long has your firm provided the requested services/products in New Mexico? If the services offered will be coordinated, supported and/or delivered from various locations through the state, provide the key personnel at each location giving their name, title, qualifications, background, experience and the role they will play in the delivery of the services offered. Describe each facility in terms of staffing, square feet, equipment and type and level of services provided by each.
- 3) Almost every business has professional organizations and associations that provide standards and/or produce evaluations/comparisons for sales and promotional use and for other competitive purposes. Have any of your designs and/or completed projects been recognized or received an evaluation by any of these groups, and have they issued a report of their findings or any awards or nominations for excellence? If so, please submit copies of the reports or a written narrative describing the standards and/or awards your firm or completed projects have received. Also, place copies of articles, sales slicks, news clippings, or news bulletins that describe these awards and standards after Tab 4.
- 4) Firms often use subcontracts to assist them in meeting their contractual obligations. If your firm intends to utilize any subcontractor(s) to perform electrical, mechanical, structural, environmental, testing or other engineering and/or professional design services to clients under this solicitation, provide a list

of their names, addresses, qualifications, experience and the type and level of services they will be providing.

- 5) For purposes of evaluation, provide financial statements, letters from your financial institution and/or other documentation to demonstrate your firm's financial stability and capacity to perform under this solicitation. Letters from financial institutions do not need to identify a dollar amount, instead, a credit range, average account balance or account performance. (For example, "credit in the low six figures" or "a credit line exceeding five figures.") Since CES requires a forty-five (45) day term rather than the more traditional thirty- (30) days, it is essential that the offeror demonstrate their financial ability and capacity.
- 6) Describe your company's policies and procedures in regards to complying with the New Mexico Public Education Department (NMPED) mandate regarding security and background checks for individuals working and/or providing services within public school buildings. Please describe or provide a sample of the type of background check that you are willing and able to perform on your providers in order to comply with this requirement.
- 7) Provide with this RFP, a certificate of verification of both general liability and professional insurance listing minimum and maximum coverage for liability, vehicle, property damage, errors and emissions etc.. CES is not asking you to acquire additional or special insurance for this contract. CES needs proof that you are insured. Before any work can commence, you must provide a certificate that names CES and/or its member as a certificate holder. Normally, this is a free service provided by an insurance company.
- 8) 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 any conditions where you would not use the CES contract with a CES member. 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 and/or plan to have such state contracts, i.e. 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 or individual responses to public educational institutions?
- 9) To demonstrate your current and past performance and experience provide a complete listing of projects performed for public educational institutions during the last five (5) years. The listing shall contain the following: institution's name, contact person's name and phone number, project name, project amount, date started, date completed or estimated completion date and type of services provided.
- 10) 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. Please provide any documentation and a writing narrative describing and justifying why you feel your firm offers the highest quality and most cost effective design services to meet the needs of CES members. What is the “added value” received by the customer when purchasing through you rather than a competitor?

E. LISTING OF DEFINITIONS AND 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 purpose of this REQUEST FOR PROPOSAL, the following terms and conditions shall be defined as indicated below.

75% Complete is when the construction documents (working drawings and specifications) are complete and ready to bid, and have received formal approval and acceptance by the owner.

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

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

Accounts Payable: Contractor agrees not to contact the accounts payable department, business manager, or superintendent of a school or agency which owes CES payment for materials or services delivered to the CES member 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.

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

Amendment of Offer: An offer may 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 shall be governed by the laws of the State of New Mexico, both as to interpretation and performance. Suits pertaining to this contract may 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 shall 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 shall be utilized.

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

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

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

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

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

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

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

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

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.

Buyer: Refers to CES as an agency and/or contract holder who conducts and performs procurement activities on behalf of its' members in accordance with CES Joint Powers Agreement.

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

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

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

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

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

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

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

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The contractor shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246).
3. The contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
4. The contractor agrees to promote and offer to members of CES only those materials, and/or services allowed under resultant contract(s) as CES contract items.

CES Regions: New Mexico is a large state geographically. For this solicitation CES is dividing the state into seven (7) service regions. Offerors will be required to indicate within their response which of these service regions of the state they wish to provide services to, and prioritize the areas in order, the areas that your firm intends to concentrate its efforts if given an award. The seven service regions are listed below with the Public School Districts located in each. Any public educational institution i.e. BIA schools, charter schools, college or university located within these regions may utilize CES contracts.

1. **Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington and Jemez Mountain school districts.
2. **Region Two (2)** – Chama Valley, Española, Mesa Vista, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos school districts.
3. **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.
4. **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.
5. **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.
6. **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.
7. **Region Seven (7)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum school districts.

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

Clarification: As used in the RFP, clarification means communication with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical

mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry by CES, or as initiated by the Offeror. 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.

Codes: Federal and state health or safety laws, codes, standards and regulations applicable to the locale where the project is located. The Building Code shall be the current New Mexico Building Code and the Fire Code shall be the current New Mexico Fire Code. If there is a conflict between the Building Code and the Fire Code, the Building Code shall always prevail. Local codes shall not be more restrictive than State adopted codes on any K-12 public school project.

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 to firms who are the most qualified, advantageous and have demonstrated their ability and capacity to perform under the requirements of this solicitation.

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 shall accompany the submission. The CES Executive Director shall review the statement, and shall determine in writing whether the information shall be withheld. If the Executive Director determines that the information should be disclosed, the Offeror shall be informed in writing of such determination, and should the Offeror object in writing, within five (5) days after notification thereof, no disclosure shall be made and the proposal may be rejected.

Construction Documents: Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Bid Forms, Agreement Forms, Wage Rates and Addenda issued prior to execution of the Construction Contract and all required documents for the public advertisement, bidding, selection, award, construction and administration of the Construction Documents for the Project must be in conformance with the New Mexico Procurement Code.

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

Contract Changes: CES may make changes within the general scope of this contract by giving notice to the contractor, and subsequently confirming such changes in writing. If such

changes affect the cost and/or the time required for performance of this service, an equitable adjustment in the price or delivery or both shall be made. No change by the contractor shall be recognized without written approval of CES. Any claim of contractor for any adjustment must be made in writing within thirty (30) days from date of receipt by contractor of notification of such change, unless CES shall waive this condition. Nothing in this section shall excuse contractor from proceeding with performance of the service as changed hereunder.

Contract Type: Indefinite quantity with:

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

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

Contractor's Price Schedule: For the contract negotiations the contractor(s) shall furnish CES with copies of their price schedule to facilitate eligible procurement agencies in placing orders. When contractor utilizes subcontractors to provide basic professional design services requested within this solicitation, the offeror must provide subcontractors price schedules agreed to by the subcontractor.

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 may 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 Offeror must agree not to place CES on "credit hold" without ten (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.

Deficiencies Correction Program (DCP) is a program administered by the PSFA to correct life, safety and health deficiencies in school buildings throughout the state.

Delivery: Delivery is desired to be made within timelines identified within contract established by the CES purchase order. Contractor agrees to notify CES if an order cannot be processed and delivered within the identified timelines. The school placing the order shall then have the option of canceling the purchase order. Ownership of materials and acceptance of services occurs only upon receipt and acknowledgement of delivery by the CES member.

Design Development Documents: Design Development (DD) documents finalize and describe the size and character of the entire project. DD documents are approximately 60% complete and include project manuals and plan documents with elements such as civil, structural, mechanical and electrical systems, roofs, walls, floors fully developed and lacking only specific installation details required to construct. DD documents shall specify equipment to be installed, furnishings required and such other elements as may be appropriate. The DD documents shall also include a statement of probable cost, a probable construction schedule, as well as, any recommended program modifications.

Design Professional: Is the legal entity qualified to do business in State of New Mexico that employs an individual or individuals licensed to practice the discipline or disciplines for the services to be provided and performed under this solicitation.

Design Professional Project Representative: The individual shall be the Project Design Professional or shall be assigned by the Project Design Professional to provide on-site project administration as required for the Project. The Design Professional Project Representative shall be mutually agreed upon by Owner and Design Professional prior to the Bidding Phase of this Project and shall be authorized to make binding decisions, as if made by the Design Professional, as they relate to the carrying out of any agreement derived from and project executed under this solicitation.

Department of Finance and Administration (DFA): is the cabinet agency with central accounting authority and responsibility that may issue payments for work performed under this RFP involving PSCOC funding.

Determination: means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

Direct Salary: Gross wage paid excluding employee benefits or employer burden.

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

Discussions: Discussions occur, when oral or written communications between CES and the Offeror are conducted for the purpose of minor clarifications involving information essential for determining the acceptability of a proposal or that provides the Offeror an opportunity to revise or modify its proposal. CES will not help an Offeror bring its proposal up to the level of other proposals through discussions. CES will not disclose technical information pertaining to a competing proposal. CES will neither indicate to an Offeror a cost or a 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.

Electronic Data: The A/E prepares the final design drawings, documents and specifications using computer technology. Electronic data shall be provided to the Owner upon request in the appropriate AutoCAD and/or Microsoft Office format.

Eligible Agencies: Any CES member may use the services of Cooperative Educational Services, upon request. CES reserves the right to reject any purchase authorizations it receives from New Mexico schools and agencies, without cause.

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

Evaluation Committee: means a body constituted in accordance with Section 13-1-121 NMSA 1978 to perform the evaluation of Offeror's proposals. The committee consists of a member of the architect, engineer, surveyor and landscape architect board or CES' on staff architect, CES member representatives and CES staff. The Evaluation Committee is chaired by CES' Procurement officer or Executive Director.

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

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 forty-eight (48) hours.

Gratuity: CES shall, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the contractor, to any employee of CES and/or its members 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 CES

members and government employees, shall not be prohibited by this paragraph. Materials and/or services provided to CES for demonstration or evaluation are not considered gratuities.

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

Inquiries: Any question related to the RFP shall 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.

Insurance: On contract, the contractor shall, at their own expense, purchase and maintain insurance that will protect him from claims that may arise out of, or as a result from, his activities under this contract, where those activities are performed by himself, 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. Prior to commencing services under this contract, the contractor must furnish CES certification from insurer(s) for minimal coverage, to be maintained in full effect during the term of this contract. The certificate shall be issued by the contractor's insurance company and name CES as the certificate holder. In addition, Offeror must be willing to provide, upon request, certification of insurance to any CES member using this contact. If policy changes occur during the life of the contract, it is the contractor's responsibility to provide updated proof of coverage to the CES procurement office. Proposers shall submit proof of coverage under the Workman's Compensation Insurance as required by the Labor Laws and New Mexico Statutes. Proposers shall submit a certificate of general liability insurance for the personal injury, occupational disease, sickness or death, and property damage. Insurance shall 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 shall name CES and the CES members as co-insured up to the limits of the Tort Claims Act. Additional punitive damages liability to \$500,000 shall be provided naming CES as co-insured.

Joint Practices Board: Are the architect, engineer, surveyor, and landscape architect, which have statutory membership on the Evaluation Committee.

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

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

Liability: The contractor shall hold CES harmless from and shall indemnify CES from and against any and all claims, demands and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with the contractor's conduct of the contract awarded as a result of this procurement process, to the extent the negligent act or failure to act or willful act of the contractor, its agents, representatives or employees is deemed to be the cause of the resulting personal injury or property damage claimed. It is expressly agreed that, to the extent it is determined that the damage claimed was in part caused by the negligence of CES or other parties, the contractor's liability pursuant to this indemnification provision shall not be greater than that portion of the total liability in the same proportion as vendor's negligence bears to the entire negligence giving rise to the liability.

Licenses: The contractor shall maintain in current status all federal, state and local licenses, and bonds required for the performance of the contract. Any Offeror using subcontractors must insure that the subcontractor hold a current license, as required by law. A contractor who offers to undertake, or purports to have the capacity to undertake, supervises others to provide professional design services shall have all necessary New Mexico State licenses. Copies of licenses shall be submitted by the contractor with the response to the RFP. The vendor agrees to keep any required license or insurance current, and in compliance with the New Mexico State Rules and Regulations.

Liens: All materials and services shall 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.

Maximum Allowable Construction Cost (MACC): means the maximum allowable construction cost as defined within each Design Professional contract executed and the total sum excluding gross receipts tax, available for construction purposes and may include furnishings, fixtures and equipment. MACC shall not include professional fees, testing fees, project contingency funds, acquisition costs or other soft costs the may be stipulated.

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 contractors to offer its very best prices to CES members; nothing in this contract established a most favored customer relationship between CES and the contractor. The contractor may respond to any solicitation from any public procurement unit without regard to this contract; however a response that quotes the best contractor price and a lower CES price is mutually beneficial. If contractor offers lower prices to any of its other customers, it may 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 our members. 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.

No Replacement of Defective Tender: Every tender of materials and/or services must fully comply with all provisions of this contract. If tender is made which does not fully conform, this shall constitute a breach, and contractor shall 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 shall be awarded with the understanding and agreement that it is for the sole convenience of local procurement units in New Mexico. CES reserves the right to obtain like goods and services from another source when necessary.

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

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

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

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

Offeror Qualifications: The Offeror shall have extensive knowledge and experience with providing the materials and services described herein and have offered these materials and services for at least three (3) years.

Owner: For the purpose of this solicitation, Owner is interchangeable with the Term Member and is the person or entity identified in each executed agreement and is referred to throughout the Construction Documents as if singular in number. The owner/member shall designate in writing the representative who shall have express authority to bind the Owner/Member with respect to all matters requiring the Owner's/Member's approval or authorization. If K-12 project includes any New Mexico State funding, the Design Professional shall interpret the Owner referred to throughout the executed agreement and the construction documents to be both the CES member and the Public School Facilities Authority (PSFA) as if singular in number.

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

1. The option is priced at a discount similar to other options, or
2. The option is an enhancement to the design program or improves the performance of the services provided.

Ordering Process: All orders accepted by the contractor must be issued by CES. CES members will submit signed purchase orders to CES. CES will then issue a purchase order to the contractor. When necessary, one or more orders may be combined. The contractor must agree never to accept a purchase order based on this contract, unless the purchase order is issued by CES.

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.

Payment: CES will make every effort to collect payment from members for the purchase of goods and services within 30 days after the receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. *Any offer that requires payment in less than 45 days shall not be considered.* CES must first receive payment from the schools in order to process payment to the contractor. Any contractor, whose business would be in jeopardy due to slow payments, is encouraged not to respond. It has been the experience of CES 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 ten (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.

Price Adjustment: Price increases (change in discount rate) shall be considered at the time of a contract extension, and shall be a factor in renewal. The price adjustments shall apply all members equally.

Pricing: For contract negotiation the 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.

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 contractor will be considered a prime contractor and not a subcontractor. Any contractor paid directly by the buyer is a prime contractor; a subcontractor is paid by another contractor. Prime contractors using subcontractors are responsible for all actions of their subcontractors.

Program Statement: is an abbreviated document that shall affirm the overall project budget and MACC, and establish goals, facts, regulations, conditions and concepts that bound the project and clearly state and describe such information as how the project serves the needs of the school(s) and district including number of students to be served, number of classrooms, support spaces, infrastructure requirements, educational programs, and so on.

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

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

Progress Payments for Contractors: All progress payments must be invoiced through CES. It is the responsibility of the CES member to review and approve any estimates of work completed. If the CES member issues a written statement to the Offeror that the

estimate of work is not approved and certified, the member may withhold an amount from the progress payment that the member reasonably expects to incur in correcting the deficiency set forth in the written finding. In such cases, the Offeror agrees to hold CES harmless for any deficiency of payment. If any payment is delayed beyond 45 days from the due date, the Offeror agrees not to charge CES interest on the late payment. Any late charges will be the total responsibility of the CES member. The Offeror may 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: is defined as the documents, activities and events as enumerated within the scope of work of each agreement executed under this solicitation. Due to the nature of this solicitation a project may include but is not limited to: facility master planning, programming, design development, construction documents, bidding and negotiating, contract development, construction administration, post-construction consulting etc.,.

An individual project may require performance in whole or in part any of the areas listed above.

Project Design Professional: is individual architect or engineer registered in the State of New Mexico who shall sign and affix a New Mexico Design Professional's Seal to all plans, designs, drawings, specifications, and reports required for the Project. The Project Design Professional shall be mutually agreed upon by Owner and Design Professional prior to the execution of any agreement covered by this solicitation.

Project Director: The Offeror shall assign a Project Director to coordinate operational activities with the Executive Director of CES and shall make monthly reports to CES.

Protests: Protests shall be filed and shall be 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 shall 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.

PSFA Construction Manager: is an individual employed by PSFA to act on their behalf to provide K-12 school districts with technical support and assistance, along with oversight before, during and after joint construction projects that involve PSCOC funds.

Public School Capital Outlay Council (PSCOC): is the body with responsibility to approve allocations for public school capital outlay assistance.

Public School Facilities Authority (PSFA): is the agency, under the Public School Capital Outlay Council (PSCOC) charged with responsibility for overseeing projects and may serve as a co-owner for work performed under this RFP if PSCOC funds are involved.

Public Record: All proposals submitted in response to this invitation shall become the property of CES and will become 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 shall be done in strict accordance with the most recent edition of any relevant regulation, standard, document or code that shall be in effect. Where conflict among the requirements, or with these specifications exists, the most stringent requirement shall be utilized.

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 that 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, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Safety Measures: Contractors shall take all necessary precautions for the safety of employees on the worksite and shall 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 shall post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions shall 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 shall 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).

Schematic Design Documents: Includes preliminary schematic drawings and a preliminary project description (PPD) that together clearly indicate the extent and relationship of the

project components. A PPD helps the Owner and the Design Professional understand the various components and systems proposed for the project. It also serves as an early basis for discussion of the overall building and site systems including site drainage and other geotechnical considerations.

Selection Committee: Means a body constituted in accordance with Section 13-1-121 NMSA 1978 to perform the evaluation of Offeror proposals.

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

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

Site: is the physical location on which the project is built, including all land acquired for the project or associated with the project including surface drainage, wells, transmission lines, easements, rights-of-way, roadways and existing facilities that may be directly or indirectly affected by the project's scope or that might affect the project execution.

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

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

Suspension or Debarment Status: If any firm, business, person, or 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.

Taxes: Prices offered shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by the educational agency

issuing the purchase order to CES. No gross receipts tax may be collected on delivery charges to the purchaser's location.

Term of Contract and Extension: The term of the agreement shall commence on award and continue until RFP 2007-003 terminated, canceled or extended. By mutual written agreement, the contract may be extended for Three (3), additional 12-month periods ending on January 5, 2009; January 5, 2010; January 5, 2011. 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 Contract by CES: CES may 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.

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 may be terminated without penalty or obligation at any time prior to the signing of a contract. CES reserves the right to cancel this RFP at any time and for any reason and to reject any or all Proposals.

The terms "must," "shall," "will," "is required," or "are required" identify a necessary item or factor. Failure to comply *with such* an item or factor *may* result in the rejection of the Offerors proposal.

The terms "can," "may," "should," "preferably," or "prefers": Identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offerors proposal. *Rejection of the proposal will be subject to review by the CES procurement officer and Executive Director.*

Three Party Agreement between A/E, Buyer, Owner: Is a written agreement summarizing the project's scope of work, terms, conditions, specifications and contract documents of a specific project offered to an awarded contractor.

Title and Risk of Loss: The title and risk of loss of material or service shall 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.

Warranty: Contractor warrants that all materials and/or services delivered under this contract shall conform to the specifications of this contract. The offeror must agree to assist

the CES member in reaching a solution and/or resolving a problem that may arise do to the work performed under an awarded contract.

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

Year End Procurement: For purchase orders (PO) issued to a contractor, goods must be delivered and services must be completed five (5) days prior to the end of the school's fiscal year (June 30th). CES must receive all invoices dated for the prior school year by the 10th of July. The member may cancel PO's not completed by June 25th. The members may issue revised PO's dated after July 1st for any goods not delivered or services not completed by June 25th.

SECTION II: SCOPE OF WORK & SPECIFICATIONS

A. BACKGROUND

1. CES, which is based in Albuquerque, is composed of all of the eighty-nine (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, there are 167 public educational institutions that 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. A few contractors 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 all section of this solicitation prior to starting your response. 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 as specified herein.

B. DUTIES OF THE CONTRACTOR

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

C. DUTIES OF CES

The general duties of CES shall include:

1. Inform CES Members of vendors and obtain participation of members.
2. Inform contractor of participating members.
3. Process and coordinate transactions paper work between the contractor and its members.
4. Process pay requests for payment.
5. Follow up as needed on problems.

6. Periodic review with contractor 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 shall apply. Additional responses may be requested in the specific Categorical Terms and Conditions.

E. LISTING OF CATEGORY:

CES has prepared one (1) category in this RFP document. Prepare the response for this category. The category is divided into several sections, including:

- A. Categorical Scope of Work;
- B. Categorical Terms and Conditions;
- C. Required Categorical Response; and
- D. Categorical Price Considerations
- E. Categorical Exhibits

Category 1: Professional Design Services

Cooperative Educational Services is seeking highly qualified and experienced provider(s) of comprehensive professional design and other related services. The services may be provided to a number of public educational institutions throughout the State of New Mexico. The architect/engineer firm, hereafter referred to as A/E firm, may be required to perform and provide such items as: the development of a master plan, programming (site selection and investigation), schematic design, design development, construction documents, bidding, construction administration and post construction warranty inspections. Activities may include but are not limited to data collection, drawings and specifications, conducting surveys, holding meetings, etc.

Other related services, such as planning services, may include providing a space utilization study based on information provided by the CES member in conjunction with the A/E's own on site visits and investigations. The firm's consultant shall evaluate the information provided and will conduct interviews and site investigations that are necessary to establish both short and long term goals, property use strategies, and funding requirements for present and future projects.

The kinds and levels of professional services offered under this RFP must be broad and complete enough to allow the CES members to obtain the necessary data collection, analyses, surveys, drawings, bid documents, project oversight and management to develop and implement various and numerous types of construction projects, to renovate and bring new facilities online in a timely and cost efficient manner.

This is an indefinite delivery contract. No warranties or guarantees are made as to the extent of and/or level of services to be provided under this contract. Normal A/E service could include anything from a small classroom addition for a school to a complete new plant.

A. Categorical Scope of Work

The final scope of work is subject to negotiation and may include but is not limited to the following items:

1. Planning and Programming – meet with the member and consulting engineers to define the project.
2. Schematic Design – including site plan, floor plan, elevations, outline specifications.
3. Working Drawings – including site plan, floor plan, interior and exterior elevations, foundation plan, details and schedules as required, specifications as required, structural, civil, mechanical and electrical design, plans and schedules, heat-loss calculations.
4. Bidding Phase – assist the member in evaluating bids and award of contract.
5. Construction Phase –
 - 5.1. Assist contractor with permitting process, as required,
 - 5.2. Provide site visits, as required, to ensure project is built to plans and specifications,
 - 5.3. Provide certification of payment requests,
 - 5.4. Review of shop drawings and submittals, and

- 5.5 Generate punch list and certificate of substantial completion.
6. Close-Out –
 - 6.1 Provide final inspection and certificate of occupancy, and
 - 6.2 Provide one-year warranty inspection and punch list.
7. Owner's Responsibilities Include –
 - 7.1 Provide location and characteristics of existing utilities and property corners, and
 - 7.2 Pay for soil tests (geo-technical report) if desired.
8. Extra Services –
 - 8.1 Extreme and extensive site investigation, civil engineering, or geotechnical engineering, sound engineering and landscape architecture.
 - 8.2 Extensive interior design services covering complete and extensive layout, specifications and selection of furniture, fixtures and equipment involved in a ready to occupy and use facility.
 - 8.3 Preparation of publicity drawings, including colored perspective of exterior, colored site plan and floor plan, and preparation of scale models.

B. Categorical Terms, Conditions and Specifications

1. Terms and Conditions
 - 1.1 The sequences of events for this RFP will be as listed below.

a. Publication of the legal advertisement	November 5, 2006
b. Issue of the RFP documents	November 6, 2006
c. Questions/Clarification from Potential Offerors by CES	by December 1, 2006
d. RFP Amendments to Potential Offerors as and if needed	by December 1, 2006
e. Submission of Proposal to CES	December 8, 2006
f. Proposal Evaluation by CES Committee	beginning December 11, 2006
g. Notice to Shortlist Offerors	December 22, 2006
h. Shortlist Offerors Interviews	January 11, 2007
i. Contract Negotiations with Finalist(s)	through January 15, 2007
j. Notice of Award	January 22, 2007
k. 30 Day Public Review of RFP Documents	through February 22, 2007
 - 1.2 This is a "QBS" (Qualification Based Selection) RFP. All proposals will be reviewed with respect to the criteria identified within Section III. Conditions Leading to and Including Contract award.
 - 1.3 Selection and Contract Negotiation
 - a. CES reserves the right to "shortlist" and conduct interviews with the short listed candidates or, at their sole discretion, to waive the shortlist process and make a direct selection based on the materials presented in response to this RFP. If CES elects to interview the short listed candidates, they will be notified within 30 working days after the receipt of proposals and an appropriate interview schedule will be developed.
 - b. If CES elects to make a direct selection without the benefit of interviews, all respondents to this RFP will be so notified as to the successful respondent within 45 working days of RFP due date. Fee negotiations will then be conducted with the successful respondent to this RFP. If the negotiations are successful and result in a contract, no further notification will be issued.

Otherwise, the second ranked candidate will be contacted for further consideration.

- 1.4 Contract Contents - The A/E services contract is the October 1997 edition of the AIA document B141, Standard Form of Agreement Between Owner and Architect. The A/E services contract will be for an initial term of one (1) year. Contingent upon mutual acceptance of both parties to the contract, it may be extended in yearly increments not to exceed four (4) such increments.
- 1.5 The Offeror shall, as part of the standard AIA contract between buyer, owner and A/E firm, identify the project content, schedule of payments, payment terms, conditions stipulated and any/all agreements between the three parties regarding change orders and/or cost adjustments.
- 1.6 Insurance Requirements - The consultant selected for this project is required to provide proof of professional liability insurance of not less than the minimum as required by the State of New Mexico. Certificates of insurance showing the coverage, limits of liability, covered operations, effective dates, and dates of expiration of the policies shall be submitted to CES by the selected A/E prior to contract award.
- 1.7 The Offeror shall not subcontract any portion of the services that it has indicated within its response would be provided by the firm's staff without written approval from CES.
- 1.8 Subcontractors - All work that may result from this RFP is intended to be performed by the successful Offeror and payments will only be made to the awarded firm. Any intended use of outside consultants, surveyors, engineers, project managers, laboratories or other related subcontractors must be clearly identified in the proposal, since the award is made on a qualification/quality-based evaluation process. Names, addresses and detail background information on each subcontractor proposed must be included as part of the response. The qualifications and quality of the subcontractors will be the responsibility of the A/E.
- 1.9 For any work performed by a subcontractor that was not part of or listed within the firm's response to this RFP that incurred a cost of more than Three Thousand Dollars (\$3,000), the A/E firm must issue and receive three (3) written quotes for these services and make them available to CES.
- 1.10 The actual A/E fees for each individual project shall be negotiated based upon specific scope of services, reimbursable, specific contract requirements and available funding. Each CES member/owner intends to negotiate with the selected A/E firm based on the CES contract award to identify the project costs and to set timeline benchmarks for completion of various stages of work. A liquidated damages charge not to exceed Two Hundred Dollars (\$200) per day may be applied to the A/E contract for failure to meet the approved project schedule, as set by mutual agreement.
- 1.11 Ownership of Documents - The drawings, specifications and other project documents are the property of the architect. However, the A/E contract has certain requirements as to the rights and responsibilities of the owner and architect/engineer. Record drawings and documents are to be delivered to the owner.
- 1.12 Record drawings shall include a set of hard copy reproducible drawings and a set of electronic files as specified by the owner. The owner may require Electronic-CAD files of the bid documents as well as the as-builts.
- 1.13 The A/E firm must demonstrate it has the knowledge, background and understanding of PSFA's adequacy standards, guidelines, protocols and procedures

relating to the design, construction, maintenance and operation of the various types of facilities found within New Mexico K-12 School Districts.

- 1.14 By accepting a project under this solicitation, the A/E firm affirms that its employees, subcontractors and consulting professionals shall possess the experience, knowledge, and character necessary to qualify it individually for the services to be performed by them under the Agreement. All services shall be performed in accordance with the standards of their respective profession. The A/E firm also affirms that there shall be adequate participation, coordination and cooperation, by and between the design professional and all involved parties, in the development of the construction documents so that the components of the project are coordinated to ensure the following:
 - a. To avoid conflicting design information within the construction documents that could cause unnecessary delay or expense during the construction phase, and to avoid project design conflicts with the site, existing facilities, traffic and pedestrian routing, and the general area of the Project.
 - b. To ensure that the project will function as intended and will come in budget requirements.
- 1.15 The A/E shall, as a part of their basic services, hold interdisciplinary coordination meetings and require attendance of appropriate parties, at suitable times during the development of the construction documents to ensure accuracy and completeness.
- 1.16 The A/E shall be willing and able to participate with other contractors that may be engaged with the owner and the owner's own forces when such interaction is requested by the owner. The A/E shall make any revisions to the schedule deemed necessary after a joint review with the owner and involved parties and with mutual agreement of all parties. If the A/E deems that such coordination will be extensive enough as to justify additional services, the A/E shall communicate with and promptly submit a request for additional services, in writing, prior to proceeding with the work. The owner shall then give due consideration to the A/E's request and if it is mutually agreed, additional services will be authorized.
- 1.17 The A/E shall perform basic and additional services as expeditiously as is consistent with professional skill and care and the orderly progress of the work will permit.
 - a. The A/E agrees that services will be performed diligently and without interruption at such rate of progress in order to comply with achieving the bid date as scheduled (see Exhibit A, Time Schedule for Project Phases). It is expressly understood and agreed, by and between the design professional and the owner, that Exhibit A is a reasonable schedule inclusive of required approval and advertising times. The schedule shall not be modified except for reasonable cause outside of the design professional's control and unless agreed upon by the owner. The design professional shall notify the owner in writing if the design professional feels the member is causing a delay, such as, timely provision of required information or approvals. Failure of the design professional to perform within this schedule, except through authorized extensions, shall constitute a basis for termination or withholding of payment until schedule compliance is achieved by the design professional. If the design professional neglects, fails or refuses to complete the construction documents by the scheduled bid date, or by any proper extension granted by the owner, the design professional agrees to pay the owner the amount stated for each late calendar day, not as penalty, but as liquidated damages.

2. Minimum Specifications

- 2.1 Firms responding to this RFP must certify that its organization, principals of the organization and subcontractors, including consultants, meet all requirements of the State of New Mexico for architectural, engineering and other related professional services performed for a state educational institution.
- 2.2 The firm must be willing and able, if asked, to analyze the current trends in space utilization and to assist in developing planning strategies for the CES member. These strategies should recognize and hopefully coordinate with other endeavors of the member. Currently there are a number of members experiencing significant student shifts, growth and declines that relate to new construction and renovations of existing facilities. The level and kind of planning that a member has conducted will vary from preliminary planning work to extensive long-range plans. The final product required by the member will indeed vary on the past and current planning documents, logistical and statistical data that may be available. The final product's conclusions must allow the member to translate them into clear, specific and realistic strategies that can be pursued and implemented in accordance with all federal, state and local laws, codes, rules and regulations.
- 2.3 The A/E firm will enter into a CES modified AIA Contract with CES and the owner of each individual project. Any AIA contract between the owner and the A/E firm must comply with and be in accordance with this RFP and the firm's response to the RFP. Any questions about any provision(s) of the AIA contract terms and/or this RFP during a project must be promptly brought to the attention of CES.
- 2.4 Release of Project Information - Only the owner is authorized to release information about individual projects covered by this RFP. The A/E firm must refer to the owner any requests to release any information that pertains to the work or activities covered by any action related to the owner's individual project.
- 2.5 The A/E firm must commit to complying with all requirements of the Americans with Disabilities Act; the ASHRAE STANDARD, ASHRAE/IES 90.1-1989, Energy Efficiency Design of New Buildings, and the New Mexico Model Energy Code, that designs will incorporate water conserving fixtures and features; and will ensure that Section 74-9-19, NMSA 1978, of the New Mexico Solid Waste Act. Recycled materials will be investigated and incorporated where applicable into the design construction documents, and specifications will encourage the use of recycled materials in construction and reduce recurring operating and construction costs.
- 2.6 The A/E firm must have the necessary human and financial resources, upon request of a CES member, to meet with and provide the member with the necessary information required for the member to determine if the A/E firm is qualified, experienced, capable and available within the timelines required to perform the scope of work as stated by the member.
- 2.7 The owner will work with the selected firm to identify the individual project's scope of services, project calendar, dates for completion of design work and other related documents. The A/E firm shall develop a good working understanding and knowledge of the owner's current facility status and utilization; both the short and long term goals; present and future expectations; and any alternative strategies that might be under consideration to meet the identified project needs. The A/E firm will develop an individual proposal to meet the individual project needs in accordance with the CES RFP, its response, and best and final offer accepted by

CES. Project fees will be based on the scope of services required. The fees may be based on hourly rates, percent of project costs or a combination of both plus reimbursables.

- 2.8 In cooperation with the member, the A/E shall develop and establish a comprehensive project timetable and schedule of events that are appropriate with the identified scope of work. The timetable may include but is not limited to start and completion dates relating to contract execution, programming, schematic design, design development, construction documents, bidding/construction, post construction activities and meeting dates.
- 2.9 Project proposals based on time and materials shall have clearly stated scope of the kind and type of services to be provided, a mutually agreed upon timetable and estimated type of and quantity of the A/E firm's resources and reimbursables that may be required for the project. The proposed cost may be modified upon mutual agreement of all parties.
- 2.10 If the CES member, in cooperation with the PSFA, has funds involved with the administration and/or construction of the proposed project, and the CES member has entered into a Joint Powers Agreement (JPA) with the PSFA to oversee and help fund the project and the work incorporates site selection, programming, schematic design, design development, construction documents, bidding, construction administration of project as outlined in the member's Facilities Master Plan, then PSFA will be listed as a co-owner and their terms, conditions and requirements will also apply.
- 2.11 As part of the proposal process the A/E firm will identify and submit a complete listing of the firm's and/or subcontractor's staff the will be involved with and/or performing the services identified within the project's scope of work, with their roles and responsibilities.
- 2.12 The design professional shall request from the owner an accounting of funds available or anticipated for construction of the envisioned project that may include furniture, fixtures and equipment and other requirements to fully complete, occupy, operate and maintain the facility. The owner, in collaboration with the design professional, will establish an overall project budget for utilization by the design professional in the development and design of the proposed project.
- 2.13 Early planning organization of design work and all project cost estimates are to follow Construction Specifications Institute (CSI) *UniFormat^T* convention, Project Manual is to follow *CSI MasterFormat^T* convention and after January 1, 2007, *MasterFormat 04*. Plan documents begun after January 1, 2007 are to follow *U.S. National CAD Standard (NCS)* convention. All documents that are a part of this project are to be archival able in electronic format in accordance with PSFA established standards.
- 2.14 During the schematic design phase, the A/E shall submit to the owner a statement of necessary geotechnical or soils engineering services that will be required. If the A/E does not believe the services of a geotechnical engineer are required for the project, a written notice of such shall be provided to the owner stating the type and level of geotechnical engineering services and surveys required with their associated costs.
- 2.15 During the schematic design phase, the A/E shall submit to the owner a statement of need and extent of civil engineering required for the project to protect new and existing structures on or around the site from adverse conditions. Extensive civil engineering and survey work is required for the project. Written notice detailing the type and level of services required with their associated cost be provided to the owner.

- 2.16 If the A/E firm, as part of the project's scope of work, is required to provide all work to design, select, prepare specification and installation requirement documents and the bidding for the procurement of project related furniture, fixtures, and equipment as part of this services and following installation of the furniture, fixtures and equipment, the design professional shall inspect the installation and prepare a list of items that do not meet stated specifications, were improperly installed or require corrective action. Upon notification from the installer that all corrections have been made, design professional shall again inspect the site to confirm that corrections were properly done and to authorize final payment for the furniture, fixtures and equipment.
- 2.17 As noted within this solicitation, PSFA is required to review and approve all K-12 public school construction documents. Unless waived by PSFA, the design phases shall be submitted to and approved by PSFA, as part of the approval of school construction projects, prior to proceeding to the next appropriate phase. This approval requires a program statement, schematic design, design development (two sets for each of these phases) and final or construction documents (three sets). Each design phase PSFA-ASC submittal application shall be approved and signed by the member's representative prior to submission to PSFA. If PSCOC funds are a part of project budget, then the PSFA regional manager approval and signature will also be required. As part of PSFA's plan review process, PSFA coordinates with other authorities having jurisdiction (state agencies listed below) to determine which needs to review and approve them and routes the documents to them and coordinates and oversees the approval process. The documents are then returned with approvals or rejections with required actions back to the member or to the A/E as the owner's agent to be included in the next design phase submission. The expected turn around time for each phase, excluding construction documents review, shall be 14 days (excluding intervening holidays). The construction document review, otherwise known as bidding and permit review, is estimated to be 21 days. The authorities that may have jurisdiction for projects covered by this solicitation are:
- a. Construction Industries Division, Regulation and Licensing Department (CID)
 - b. State Fire Marshal's Office (SFMO);
 - c. Energy, Minerals and Natural Resources Department (ENMRD);
 - d. Public Education Department (PED);
 - e. Occupational Health and Safety Bureau, Environment Department; and
 - f. Food Quality Section, Environment Department.
- 2.18 Any K-12 school project that requires NM Construction Industries Division (NMCID) to issue a permit must first be authorized by PSFA whether it involves PSCOC funding or not prior to advertising for bid, letting of contracts or purchase orders. The PSFA will, as a function of the construction documents review, coordinate its final review with NMCID permit review. Upon joint PSFA and NMCID approval, the PSFA will issue a PSFA-ASC to the member, or A/E as owner agent, along with three (3) sets of permit ready documents. An appropriately licensed contractor for the project will submit the two permit ready documents along with the building permit application, appropriate permit fee and a copy of the PSFA-ASC and a building permit will be immediately issued without further review.
- 2.19 Programming phase may consist of but is not limited to:
- a. The owner shall schedule a meeting between the A/E representative and all individuals and/or groups involved with the project to review the roles, relationships and responsibilities of the various parties.

- b. A project program statement shall be provided by the A/E from information provided by the owner and the involved parties, including the member's facility master plan and educational program requirements, and the knowledge and experience of the parties. The purpose of the program statement shall be for the required PSFA approval of school construction submission and to ensure the A/E and owner have a mutual understanding of the project's goals and constraints, including budget. Lengthy research and analysis of historical information, demographics, NM Public Education Department requirements, development of drawings or documents defining existing structures or similar shall not be the responsibility of the A/E under this phase, unless specifically modified or not designated to another party.
 - c. The A/E shall provide the completed project program statement to the owner, along with written confirmation that the A/E has visited the site, become familiar with the local conditions, correlated observations with current code requirements and life safety needs, and has a clear understanding of observable existing conditions for the project. Should the A/E conclude that the MACC and the scope of the work to be accomplished are incompatible, proposed recommendations to reconcile the incompatibility shall be included for consideration by the owner.
 - d. The A/E shall obtain the written approval of the owner of the project program statement. Following owner approval, the owner shall consider the project program statement ready for submission to PSFA for ASC review, if required, before commencing work on the schematic design phase.
- 2.20 Schematic design phase may consist of but is not limited to:
- a. From the approved project program statement the A/E shall prepare schematic design documents that include preliminary schematic drawings in which the general scope, conceptual design, and the scale and relationship of components of a project are established and a preliminary project description and a probable cost estimate stated. Generally, the schematic design describes the merits of the design solution(s) as it applies to the project program; the general planning and functional concepts of probable architectural, structural, mechanical systems and electrical systems; types of materials envisioned; approximate dimensions, areas and volumes of the programmed areas; conceptual site considerations, including location, utilities, drainage and geotechnical; conceptual building plans, including preliminary elevations, floor plans and sections. The design shall include considerations of probable life cycle costs of the project's components, and if a new HVAC system is contemplated, and a feasibility report as part of this schematic design phase on the use of energy sources other than fossil fuels for the heating and air conditioning of the proposed building; the A/E will brief the owner on the schematic design that has been developed to ensure there is a clear understanding of what is being proposed.
 - b. The A/E shall prepare study model(s) if appropriate, in accordance with industry standards.
 - c. The A/E shall request site survey data in accordance with industry standards.
 - d. The owner shall work with the A/E to ensure that information required for clear definition of project requirements is made available to the A/E in the form of written memoranda. The A/E shall request from the involved parties information sufficient to develop program criteria including the goals, objectives, functions and needs, as well as an organizational chart of individuals that shall occupy

and/or utilize the project, list of equipment (other than incidental 110 volt, 60HZ devices, requiring less than 10 amps) that require utility services, required infrastructure and connections of equipment such as telecommunication and data. To the extent practicable and reasonable, the A/E shall incorporate the parties' requests into the documents for construction. The A/E shall advise the owner, in writing, of any information required that has not been provided by the owner or other involved parties, or any conflicts between the established program requirements, and the Maximum Allowable Construction Cost (MACC). The A/E is solely responsible to the owner for the types of material incorporated into the construction, the size of the facilities constructed, and to design within the MACC.

- e. Following corrections or revisions required by the owner, the A/E shall obtain the written approval of the owner of the schematic design and documents before commencing work on the design development phase.
- f. For PSFA involved projects, following owner approval, the owner shall consider the schematic design documents ready for submission to PSFA for ASC review before commencing work on the design development phase.
- g. The responsibility for bringing the project within the MACC remains with the A/E. Should the A/E at any time conclude that the MACC and the scope of the work to be accomplished are incompatible, the owner shall be notified immediately in writing, with proposed recommendations, to reconcile the incompatibility.

2.21 Design development phase may consist of but is not limited to:

- a. From the approved schematic design drawings and documents, the A/E shall prepare the design development documents and a written statement that identifies the need for any additional data, surveys or tests.
- b. The A/E shall submit to the owner for review and written approval the design development documents and a refined probable cost estimate. Should the A/E conclude, at any time, that the MACC and the scope of the work to be accomplished are incompatible; if PSFA project, including district versus state funding in accordance with the statewide adequacy standards and district match requirements, the owner shall be notified immediately in writing, with proposed recommendations to reconcile the incompatibility.
- c. Following corrections or revisions required by the owner, the A/E shall acquire the approval, in writing, of the owner and involved parties of all documents associated with the design development phase before commencing work on the construction documents phase.
- d. If it is a PSFA project and following owner approval, the owner shall consider the design development documents ready for submission to PSFA for ASC review before commencing work on the construction documents phase.

2.22 Construction document phase may consist of, but is not limited to:

- a. From the approved design development documents, the A/E shall prepare the construction documents based upon information contained in the design development drawings and other documents previously approved by the owner and setting forth in detail the requirements for the construction of the entire project.
- b. Construction documents shall include written and graphic elements indicating contracting requirements, specifications and contract drawings. If contractor(s) is to provide professional design services, layouts of equipment or certifications

related to systems, materials or equipment that are not included in this construction documents, the A/E shall clearly define and identify such services and specify all performance and design criteria that such services must satisfy within the construction documents. The owner or the contractor shall not be responsible for the adequacy of the performance or design criteria specified by the A/E and required by the construction documents.

- c. Construction documents are expected to include coordinated information as necessary to describe the anticipated performance, such as, but not limited to: site grading, emergency access, utility locations and the like; all building components and systems; layout, locating or dimensioning of equipment, components, devices, diffusers and the like; schematics, definitions and capacities of controls, operating logic, sequencing, piping, circuitry, ducting and the like; details, schedules and specifications of all of the above; and roof slopes, flashings, dissimilar material transitions and the like.
- d. Layout, location and type of alarm system devices and panels, fire prevention system riser and heads, HVAC controls, logic and sequencing, and similar shall be defined by the construction documents and shall not be defined entirely by performance requirements.
- e. Construction documents shall include the project manual containing the project specifications and shall also include, at a minimum, bid forms, wage determination (if required), general conditions of the contract for construction, project requirements and the owner and contractor agreement. The project manual shall also include as a part of Division 1, a required submittals list, indexed by MasterFormat divisions identical to indexing of items (or categories of items) of work within the specifications for which shop drawings or other submittals will be required. The required submittals list shall indicate the submittal items that must be submitted together as a package for the A/E's efficient review of like or interrelated items to be compared or correlated one to another. If PSFA project originals of the required submittals list shall be loaded by the A/E into the PSFA Construction Information Management System (PSFACIMS) prior to bid.
- f. Upon completion of the construction documents, the A/E shall brief the owner on the bidding documents, specifically addressing previous owner concerns and requirements. The A/E shall, at this briefing, furnish to the owner a final and detailed probable cost estimate and if a PSFA project, include district versus state funding in accordance with the Statewide Adequacy Standards and district match requirements. If A/E elects for out-of-house cost estimating expertise, any fees incurred in the preparation of the cost estimate(s) shall be paid by the A/E.
- g. The responsibility for bringing the project within the MACC is the A/E's in accordance with Article 5 of the A/E's contract. Should the A/E at any time conclude that the budget and the scope of the work to be accomplished are incompatible, the owner shall be notified immediately, in writing, with proposed recommendations to reconcile same. The A/E shall obtain written approval of the owner of any proposed changes prior to proceeding with revisions to the in-progress construction documents.
- h. The A/E shall return all original documents and drawings provided during the earlier phases to the owner upon the owner's request, but in no case later than when the construction documents phase has been completed. Payment for the

construction documents phase will not be made to the A/E until the owner has received said documents and drawings.

- i. Bid documents and final approvals shall be completed before proceeding to the bidding phase, the A/E shall brief the owner on the construction documents in their entirety for completeness. If requested, the A/E shall assist the owner in filing the required documents for the approval of governmental and other authorities having jurisdiction over the project.
 - j. Following corrections or revisions required by the owner, agencies and jurisdictions having authority, the A/E shall provide a signature approval block on the front sheet of the drawings and specifications, and shall obtain the approval signatures of the owner, Public School Facilities Authority if involved, other agencies if any, and as appropriate, and utility companies as appropriate.
 - k. The A/E, if required, shall request from the State of New Mexico Labor and Industrial Division a minimum wage rate determination for the project pursuant to Section 13-4-11, NMSA 1978. The A/E shall provide the division a description of the project, an estimate of construction cost, an approximate bid opening date, and any other pertinent information required by the Labor and Industrial Division. The A/E shall include the wage rate determination in the bidding documents.
- 2.23 Bidding phase may consist of, but is not limited to:
- a. The A/E shall assist the owner in obtaining bids and in awarding and preparing contracts for construction. All costs related to legal notice and initial advertising of project to bid shall be the responsibility of the owner.
 - b. An Invitation to Bid shall be prepared by the A/E as directed by owner, and shall include the bid date, location and time. The owner's central purchasing office will advertise for this project in conformance with the Procurement Code.
 - c. If a PSFA involved project *No advertisements to bid may occur prior to attainment of PSFA Approval of School Construction for the Project.* The A/E shall assist the owner with local advertisement and shall concurrently load digitally and read-only project documents and descriptions into the PSFA public bid advertisement website and construction documents into the PSFA Construction Information Management System (CIMS). PSFA will train and assist A/E as appropriate to fulfill these requirements.
 - d. The A/E shall provide sets of construction documents as required by the owner, sets as required by the reviewing agencies, and sets as appropriate and authorized by the owner to bidders, such as general contractors (three (3) sets), major subcontractors, major suppliers or other interested parties approved by the owner (one (1) set). The A/E shall provide an additional number of documents to be placed in plan rooms as well as in the A/E's office for review by prospective bidders. The A/E shall charge a refundable plan deposit determined as sufficient by the owner for each bid set except for those provided to plan rooms, reviewing agencies or others as owner determines and shall keep an accounting of the deposits. Plan deposits shall be returned only to those returning construction documents in good condition.
 - e. The A/E shall clarify and answer any questions about the construction documents during the bidding process and shall issue addenda as required, and as authorized by the owner, to all bidders no later than four (4) days prior to the

date of the opening of bids, except an addendum withdrawing the Request for Bids or one that includes postponement of the date for receipt of bids.

- f. The A/E shall review all bids, proposals, alternates or substitutions, if any, with the owner, and then submit written recommendations as to their acceptance or rejection.

2.24 Construction phase may consist of, but is not limited to:

- a. The A/E services will commence with the award of the contract for construction and shall continue through certification of final completion. In addition, the A/E shall conduct an inspection of the work with the owner eleven (11) months following substantial completion for the purpose of generating list of items needing correction by the contractor.
- b. The A/E will provide administration of the contract as described in the construction documents, and will be a representative of the owner, during construction; until final payment is due; and, from time to time during the one-year period for correction of work described in the general conditions of the construction contract.
- c. The A/E shall be a representative of the owner during the construction phase and shall advise and consult with the owner. Instructions to the contractor shall be forwarded only through the A/E. The A/E shall have authority to act on behalf of the owner only to the extent provided in the construction documents and any amendments thereto, unless otherwise modified in writing in accordance with other provisions of A/E's contract with owner.
- d. The A/E shall, consistent with the General Conditions, have authority to reject work that does not conform to the construction documents. Where rejected work is not promptly corrected, the A/E may, if appropriate, recommend to the owner that the work shall stop. Whenever, in the A/E's professional opinion, it is necessary or advisable for the implementation of the intent of the construction documents, the A/E, with prior approval of the owner, will have authority to require special inspection or testing of the work in accordance with the provisions of the construction documents, whether or not such work be then fabricated, installed, or completed.
- e. The A/E shall render written decisions, in accordance with the general conditions, on all claims, disputes, and other matters in question between the owner and the contractor relating to the execution or progress of the work or the interpretation of the construction documents in accordance with the general conditions of the construction contract.
- f. The A/E's decisions on matters relating to æsthetic effect will, with the owner's consent, be final.
- g. Interpretations and decisions of the A/E shall be consistent with the requirements and intent of the construction documents and shall be in written or graphic form.
- h. The A/E shall review and verify the accuracy of contractor provided punch lists or other such information or representation required by the general conditions of the construction contract or otherwise required for the successful completion of the project.
- i. The evaluation of the work, reports and progress meetings performed and conducted during the construction phase, the A/E shall submit to the owner, for approval, a list of critical points, based upon the construction schedule furnished by the contractor, when the work should be evaluated for

conformance with the contract documents. The A/E shall make periodic visits to the site at such critical points and other times as appropriate during the progress of the work for the purposes of notifying the Owner of the progress and condition of the work and to use all reasonable efforts to guard the Owner against defects and deficiencies in the construction. The results of all critical point site visits shall be documented in a field report, and if a PSFA project, posted into the PSFA web based CIMS within five (5) days of each such site visit, with the original going to the owner.

- j. The A/E shall visit the site at intervals appropriate to the state of the contractor's operations for review and evaluation of work progress. Generally, these regular site visits shall be at intervals of one week coinciding with the contractor's regular site meetings and may also coincide with the critical evaluation points identified for the project. Site visit intervals may be less often than once a week as established by agreement with the owner, but never less often than is prudent to adequately review progress of the work.
- k. Should the A/E determine that any portion of the work varies from the requirements of the construction documents, the A/E shall immediately notify the contractor and the owner of the nature of the work requiring correction or modification.
- l. Weekly, the contractor shall host a job site progress meeting in accordance with the general conditions of the construction contract. Meetings shall be open forum chaired by the contractor and shall include any subcontractors doing work or anticipating work in the near future, owner, any entities the owner would like to attend, including PSFA construction manager, A/E and any consultant(s) to the A/E as appropriate. The contractor shall alert the A/E as to which consultants are requested to attend the next meeting and include that request in the meeting minutes. Phone or web conferencing may be used if effective in the opinion of the owner.
- m. The A/E shall, eleven (11) months after substantial completion, schedule a meeting with the owner, involved parties and other consultants to evaluate the building and its operations; inspect architectural systems; and make all reasonable efforts to discover defects in materials, equipment, and workmanship. Based on the eleven (11) month walkthrough, the A/E shall generate a list of work requiring correction.
- n. Modification or changes to the work maybe requested by any party through a project change order. No work that could reasonably be expected to alter the contract price or time or materially alter the project outcome shall be undertaken until the owner has authorized a change order to proceed. The owner reserves the right to seek remedy from the A/E for modification or changes to the work or portions of work made necessary due to the A/E's errors and omissions.
- o. The A/E shall within five (5) days after receipt of the contractor's application for payment, either notify the contractor of errors in the application or, make recommendations to the owner for payment of the amounts owing to the contractor in the form of a certificate for payment that shall be subject to the owner's approval.
- p. The certificate for payment shall be based on observations at the site, evaluations of the contractor's applications for payment, contractor's schedule,

- consultation with the Owner, and any other knowledge or information the A/E may have.
- q. The A/E shall either issue to the Owner a certificate for payment, with a copy to the contractor, for such amount as the A/E determines is properly due, or notify the contractor and Owner in writing of the A/E's reasons for withholding certification in whole or in part as provided for in the General Conditions of the construction contract.
 - r. The issuance of a certificate for payment will constitute a representation by the A/E to the Owner, based on the A/E's evaluation of the work and the data comprising the application for payment:
 - 1) That to the best of the design professional's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the construction documents subject to subsequent evaluation of the work upon substantial completion; subsequent evaluation of the work upon final completion; the results of any tests required by the construction documents or the A/E; to minor deviations from the construction documents correctable prior to completion; and, to any specific qualifications stated in the certificate for payment.
 - 2) The contractor's as-built drawings have been reviewed by the A/E and by the its consultants and found, to the best of the A/E's knowledge, information and belief, to accurately depict completed work inclusive of, but not be limited to, actual locations and installed types, brand, model number and similar of all work including ducts, pipes, conduit, equipment, walls and site utilities.
 - 3) The payment certified is in accordance with the construction documents and other parts of the general conditions of the construction contract.
 - 4) The issuance of a certificate for payment shall not be a representation that the A/E has made any examination to ascertain how and for what purpose the contractor has used the money paid on account of the contract sum.
 - 5) Prior to the issuance of the certificate for payment that fully pays out the schedule of value line item for close-out, the A/E shall ensure that all requirements of close-out as defined in the general conditions of the construction contract have been delivered including record drawings. The A/E shall be responsible for the recommendation for acceptance and final approval of the record drawings. The A/E shall provide assistance for the production of record drawings in accordance with terms and conditions of the A/E's contract.
 - s. The A/E shall obtain, review, approve or take other action on contractor submitted punch lists, operation and maintenance manuals, warranties and related documents required by the construction documents.
 - t. Substantial completion inspections and recommendation. Upon request by the contractor and within ten (10) days of receipt of contractor's punch list and request for substantial completion, the A/E shall conduct project inspections to determine the dates of substantial completion and upon approval by the owner, the A/E shall issue certificate of substantial completion and upon acceptance by all parties, issue a certificate for payment appropriate to the work complete.
 - u. Close-Out. The contractor shall complete all of the requirements of close-out in accordance with the general conditions of the construction contract and at

completion of close-out; and prior to final completion, submit written notice to the A/E for the close-out meeting. The A/E shall schedule such meeting within ten (10) days of the request, or otherwise reply in writing to the contractor why the request is premature. At the close-out meeting, all requirements to achieve close-out will be verified, and if work is found to be complete, the A/E, with concurrence from the owner, shall provide written approval of contractor's completion of close-out requirements within five (5) days of the conclusion of the meeting.

- v. Final completion. Following successful close-out, and upon receipt of a written notice from the contractor that the work is ready for final inspection and acceptance and upon receipt of a final application for payment, the A/E will promptly make such inspection and, when the A/E finds the work acceptable under the contract documents and the construction contract fully performed, the A/E will promptly, with the owner's prior approval, issue a certificate of final completion and upon acceptance by all parties, issue a final certificate for payment bearing the date of final completion and stating that to the best of the A/E's knowledge, information and belief and on the basis of the A/E's on-site visits and inspections, the work has been completed in accordance with terms and conditions of the construction contract documents.
 - w. The A/E agrees not to bind the owner or the State of New Mexico to any obligation not assumed herein, unless the A/E has express written authority to do so, and then only within the strict limits of that authority. Should the A/E or its staff, or consultants direct work to be undertaken for which additional compensation or liability could reasonably be expected, and if such work is not an emergency endangering life and property; or approved by change order; then, payment for such work shall not be borne by the owner and shall constitute adequate grounds for dismissal or other action against the A/E firm.
 - x. The A/E shall not be responsible for production or reproduction cost of the record drawings from the contractor's as-built drawings. The A/E shall, if requested by the contractor, provide to the contractor at a reasonable cost in keeping with the A/E's contract: CAD operator(s) most qualified to make modifications to the drawings, word processor(s) most qualified to make modifications to the project manual, one set of velum record drawings, one set of record project manuals, and any required CD's or other media to transmit record documents.
 - y. The A/E shall include in the construction documents a reasonable allowance for the potential provision of the work identified in item x above. The A/E will directly bill contractor if these services are provided to the contractor.
- 2.25 The A/E shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction documents.
- 2.26 Jobsite Safety. Should the A/E or representative thereof, observe any condition, while on site, believed possibly to be unsafe, the A/E will immediately notify the contractor's superintendent and the owner and shall document event in writing to the owner and the contractor. The A/E does not have stop-work authority and the A/E shall not be liable for such action made in good faith. A decision to stop the work due

to a potentially unsafe situation will reside totally with the contractor. This paragraph shall not be deemed to create a duty on the part of the A/E or the owner to monitor, or be responsible in any way for jobsite safety.

- 2.27 Project representation beyond basic services may consist of, but is not limited to:
- a. If the owner and the A/E agree that more extensive representation for inspection of the project than that is normal and customary, the A/E shall, upon written authorization of the owner, provide addition staff to assist carry out such responsibilities for the project or at the site.
 - b. Subject to the owner's approval, additional A/E staff and/or consultants shall be selected, employed, and directed by the A/E. The A/E shall be compensated therefore, as mutually agreed between the owner and the A/E as set forth in an approved amendment to A/E contract issued which shall, in addition, describe the duties, responsibilities, and limitations of authority of such individual(s).
 - c. The owner reserves the right to employ an independent entity for peer review design professional to provide value and cost services on the project. If a peer review design professional is retained, an amendment to the A/E contract will be required including, but not limited to, the duties and limits of authority of the peer review design professional. The A/E shall cooperate with the peer review design professional in the performance of the peer review design professional's duties.
 - d. Additional services to those included in basic services may at the owner's election, be provided upon written authorization by the owner, and if related to the scope of this solicitation. Additional services may include but, are not limited to:
 - 1) Financial feasibility of the project, any of the project's components or other special studies;
 - 2) CAD documentation of existing facilities, planning surveys, site evaluations, environmental impact studies, or comparative studies of prospective sites other than those services required under basic services to provide a complete and operable facility;
 - 3) Providing services related to future facilities, systems, and equipment which are not intended to be constructed during the construction phase; making revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and due to causes beyond the control, or responsibility of the A/E;
 - 4) Revisions necessary for owner approval, compliance with state adopted codes, regulations or similar during programming, schematic design, design development and bid documents or otherwise necessary to fulfill the intent of the agreed up scope of work, as well as, revisions necessary to bring the project within the designated MACC, shall be considered basic services and not additional services;
 - 5) Drawings, specifications, or any other supporting information, direction or services necessary in connection with a MCR or Change Orders, provided that the adjustment in the basic compensation resulting from the adjusted construction cost is not for work provided pursuant to basic services and provided that such modification or change to the work is not due to errors or omissions of the A/E;

- 6) Investigations, surveys, valuations, inventories, or detailed appraisals of existing facilities when such work is not covered by the original A/E agreement;
- 7) Processing of contractor as-builts into record drawings (to be paid directly to design professional from contractor);
- 8) Exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work;
- 9) Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work
- 10) The A/E shall perform basic and additional services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.
- 11) The A/E agrees that services will be performed diligently and without interruption at such rate of progress in order to comply with achieving the dates enumerated with the time schedule for project phases. Prior to any purchase order issued it should be understood and agreed that the time schedule for project phases is a reasonable schedule inclusive of required approval and advertising times. The schedule shall not be modified except for reasonable cause outside of the A/E's control and unless agreed upon by the owner. The A/E shall notify the owner in writing if the A/E feels the owner is causing a delay, such as, timely provision of required information or approvals. Failure of the A/E to perform within this schedule, except through authorized extensions, shall constitute a basis for termination or withholding of payment until schedule compliance is achieved by the A/E. If the A/E neglects, fails or refuses to complete the construction documents by the scheduled bid date, or by any proper extension granted by the owner, the A/E agrees to pay the owner the amount stipulated in the A/E contract for each late calendar day, not as penalty, but, as liquidated damages.

C. Required Categorical Responses

The proposal shall include the necessary documentation and/or written responses to the following items in order to demonstrate the Offeror's ability, capabilities, knowledge and background. **Place the responses after Tab 5.**

1. State your understanding of the scope of work requested and identify the technical approach you will use to fulfill the contract requirements. Specify if you will be providing full services as single source A/E firm, or if you will be limiting your services to architectural and design only. Indicate all the services you will provide.
2. Indicate the capacity and capability of the firm, including its ability to create a joint venture, partnering agreements or association with other professional providers to perform architectural/engineering services that might be required for an indefinite contract. Describe the volume of work that you can manage under this contract.
3. Provide evidence of the firm's familiarity with the State of New Mexico's Procurement Code, specifically dealing with cooperative procurement. CES has many items that have been bid competitively and can be pulled out of construction bids. Include how you would use CES to meet the needs of the project. Give evidence of using this "pullout" model in previous contracts.

4. Provide evidence of the firm's familiarity with the PSCOC's and PSFA's rules, regulations, policies, procedures and processes. As part of this evidence, provide a listing of PSCOC and/or PSFA projects that your firm has been involved in during the last three (3) years. List the name of project, the scope of the project, project cost and if the project came in on time and within budget.
5. New Mexico is a large state geographically. Assume that the state is divided roughly into five areas – northeast, northwest, southeast, southwest and central. Indicate what proportion of your previous business over the last three (3) years has been in each of these areas, and prioritize the areas you intend to concentrate your efforts as a result of this contract.

D. Categorical Price Considerations

This is a sealed qualifications-based proposal. CES will select a firm or firms for negotiation of a contract based on qualifications. Compensation will not be considered in selecting the firm(s) for negotiations of contract. To ensure this end, the firm(s) selected for contract negotiations will be asked to bring to the negotiations their completed price schedules.

1. The Offeror must include within its price schedule a complete and detailed fee and cost schedule. This schedule shall include the variables necessary to price the professional services, support services and materials provided for an individual project under one of four methods:
 - a. Percent of project costs
 - b. Hourly rates
 - c. Fixed costs
 - d. A combination of the above

All reimbursables must be identified with their method of calculation, that is, cost plus profit, overhead, or is it a pass through item, etc.

2. The type, kind and level of services offered, shall organize the fee and cost schedule. Unit of measure and unit cost must be clearly identified noting any terms, conditions and stipulations in how they are utilized in calculating a project cost.
3. The Offeror must stipulate within its price schedule how subcontractors are to be priced through a completed written quote basis or off an established fee schedule.
4. All quotes and invoices issued under this contract shall utilize and reflect the same terminology, units of measure and units costs, which appear on the negotiated or final fee schedule. No deviation will be allowed without written authorization of CES.

E. Categorical Exhibits

Exhibit 1: CES' Three Party Agreement Between Owner, Buyer and Design Professional
Exhibit 2: PSFA's General Conditions of Agreement Between Owner and the Design Professional.

SECTION III: CONDITIONS LEADING TO AND INCLUDING CONTRACT AWARD

- A. **CONTRACT FORM**: The form of the contract between CES and the contractor shall be as per that in Section IV.
- B. **PROPOSAL SUBMISSION**: Sealed proposals will be received until 1:30 p.m. local time, on Friday, **December 8, 2006**, either hand delivered to the agency offices, 4216 Balloon Park Rd NE, Albuquerque, NM 87109-5801, or by mail at the same address. One (1) original of the proposal and supporting documentation shall be included and submitted in a binder, unless the Colorado option is accepted and then one (1) additional original proposal shall be included for Colorado. No oral, telephonic, or facsimile of any proposal or proposal modifications will be considered.
- C. **PROPOSAL REVIEW**: Commencing on Monday, **December 11, 2006**, proposals shall be reviewed by the Executive Director and an evaluation committee designated by the CES Board of Directors.
- D. **EVALUATION FACTORS**: To qualify for evaluation, a proposal must be responsive, must have been submitted on time, and materially satisfy all mandatory requirements identified throughout the RFP. To be considered responsive, a proposal must reasonably and substantially conform to all of the specified requirements in the RFP in the judgment of the evaluation committee. Any deviation from requirements indicated herein must be stated on an attached sheet(s). Otherwise, it will be considered that proposals are in strict compliance with all requirements, and any successful vendor will be held responsible therefore. Deviations or exceptions stipulated in vendor responses, while possibly necessary in the view of a particular vendor, may result in a penalty assessment being assigned during the evaluation process. Language to the effect that the vendor does not consider this proposal to be part of a contractual obligation will result in that vendor's proposal being disqualified. Due to the unpredictable nature of what any particular vendor may wish to stipulate with regard to exceptions, exclusions, or limitations of liabilities, vendors are forewarned that CES reserves the right to assign any penalties it considers warranted. Terms of the RFP that any vendor considers particularly unwarranted, and to which that vendor would have to take significant exception in his response, should be stated in the proposal clearly and concisely as exceptions and/or deviations.

Part 1: Vendor Qualifications – 300 Total Points

- 50 points Type of organization, history of firm that includes its background, leadership, philosophy providing professional design services to educational institutions. (Page 9, Item 1).
- 45 points Firm's location(s), key people, staffing, facilities, capacity and ability to perform, qualifications, background and experience. (Page 9, item 2).
- 40 points Documentation, narrative describing your firm's design philosophy, standards, and/or awards for projects and services performed. (Page 9, item 3).

- 25 points Documentation, written evidence of subcontractor's qualifications and the services they will perform (Page 9, Item 4).
- 20 points Documentation of financial stability and other financial information (Page 10, Item 5).
- 20 points Documentation of background check, and information requested (Page 10, Item 6).
- 20 points Verification of insurance (Page 10, Item 7).
- 15 points Your ability, willingness, proposed strategies to offer CES members professional design services and what are the added value bring to the projects. What is your firm's current status with other cooperative contracts in New Mexico (Page 10, Item 8)?
- 45 points Firm's background, experience and past performance.
- 20 points Reasons/justification of why the design services offered are the most advantages and most cost effective available to meet CES member's needs.

Part 2: Responses to specific category requests (placed after Tab 5) - 700 Total Points

- 150 points based on the information and documentation provided within the offeror's response, to what level did the respondent communicate and demonstrate their firm's understanding of the scope of work requested and was the response organized and presented in a manner to allow the evaluator to evaluate, analysis, compare and determine if a comprehensive professional design solution was offered to meet the various type of projects conducted by CES members? Rating of overall solutions offered.
- 175 points Responses to categorical required written responses and/or comments requested placed behind Tab 5 of response.
- 125 points Evidence of innovative designs, concepts and specialized design and technical competence of the firm and its subcontractors, including a joint venture or association, regarding the type of services required
- 125 points Demonstrated abilities, capacities and past record of performance on contracts with educational institutions and PSCOC and PSFA projects with respect to such factors as control of costs, quality of work, and ability to meet schedules
- 125 points Reference check
- 1,000 points **TOTAL POINTS POSSIBLE**

- E. SHORTLISTING MEETING: The Selection Committee established by Section 13-1-121 NMSA 1978 will meet to review the proposals. The Selection Committee will review each Offerors' proposal. Points will be allocated as outlined in Section III. D. of this RFP, by each member of the committee. Each member's point totals will be translated to a numeric ranking. The committee member rankings will be totaled to determine the overall ranking of the firms.

The Selection Committee may award the based on the results of the short listing ranking alone. If interviews are held, the shortlist ranking will be utilized to determine which respondents will participate in the interview process. If fewer than three proposals are received, the Selection Committee may recommend an award or reject all responses and reissue the RFP.

- F. NOTICE OF FINALISTS: Each responsive Offeror will be notified in writing whether their proposal has been short listed. In general, the CES attempts to send notices two weeks before the interview date. A public log will be kept of the names and rankings of all Offerors short listed for interviews.

- G. INTERVIEWS WITH FINALISTS: For those firms included in the interview, notice to finalists will include the interview date and time and interviews are generally held at the CES Office, 4216 Balloon Park Road NE, Albuquerque NM. Scoring for the interview will be based on presentations made and the responses to the questions presented by the committee members. Interview scoring will total approximately 500 points divided between the three areas listed below. Points will be allocated, by each committee member and each member's point totals will be translated into numeric scores for the interviewed firms. The shortlist scores and the interview scores will be totaled together to determine the overall ranking of firms for the RFP

100 Points For the overall rating of how well the finalist did during the 40 minute *introductory presentation* communicating and demonstrating their firm's expertise, philosophy, background, capacity and ability to provide and support CES members throughout their capital outlay endeavors. How well prepared was the presenter and how well organized was the presentation? Was the presentation one that would inform and influence a Board of Regents or Education?

100 Points The overall rating of the 45 minutes *answers to questions*. How well did the presenter answer questions? Was information and answers provided direct, to the point and complete? Did the firm demonstrate its ability to communicate its views, opinions and positions in response to the questions asked?

300 Points For the overall ranking of how well the respondent in relationship with the other finalists communicated and demonstrated through both their written response and the interview process their firm's specialized design and technical competence; qualifications, capacity and capability; past record of performance and meeting clients needs; evidence of understanding the requested scope of work and the requirements of both local and state oversight agencies i.e. PSCOC /PSFA. 300 to 200 points for "high" (top two or three firms), 200 to 100 points for "medium" (middle two or three firms) and 100 to 0 points for "low" (bottom two or three firms).

- H. NEGOTIATIONS: In order to obtain the most favorable contract and support for its members, CES will enter into contract negotiations with respondents who have been selected for an award. (See also Best and Final Offer, Section I.E).

- I. COST CONSIDERATIONS: The negotiated contract between CES and the contractor shall 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.
- J. 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, we charge a fee to the educational institutes when we provide a service. There are no other annual membership fees or dues, other than what we collect for offering a procurement service. Note, all price schedules should include the CES administrative fee.

Finally, Offerors should keep in mind that CES desires to provide for small, rural New Mexico public educational institutes the same prices that bigger 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.

K. COLORADO EXTENSION:

Through an Agreement with the Colorado Board of Cooperative Educational Services Association (CBOCES) in Colorado, the products and services in this RFP may be extended to the school districts in Colorado. BOCES 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. 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 states chosen, if you include 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 may be made as follows:

Colorado BOCES Association
John Tillman, President
c/o San Luis Valley BOCS
Box 1198
Alamosa, CO 81101
Phone (719) 589-5851
Fax (719) 589-8012
e-mail jtillman@slvbocs.org

OFFERORS DECLARATION FORM

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: Professional Design Services RFP 2007-003



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 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, please initials in box.

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

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

The parties intend this contract to constitute the final and complete agreement between CES and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be 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 shall not be affected thereby. The term of the agreement shall commence on award and continue until RFP 2007-003 unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods ending January 5, 2009, January 5, 2010 and January 5, 2011.

Authorized Signature Contract Number

AGENCY
SEAL
or
STAMP

Awarded this _____ day of _____ 2007.

AFFIDAVIT

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

Authorized Representative (Please print or type)

Position (Please print or type)

Mailing Address

City, State, Zip

Phone Fax

By: Signature of Authorized Representative Date

Subscribed and sworn to before me this _____ day of _____, 2006.

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

My commission expires: _____.

Signature: _____

PRICE SCHEDULE

**PROVIDE PAGES 57-61 AND OTHER COST INFORMATION
TO CES AT TIME OF CONTRACT NEGOTIATIONS**

Use this form to price all professional and other services, supplies, materials and other reimbursable you wish to bill under this contract. CES understands that various firms utilize different terminology and job titles in listing their fee schedules. In order to obtain a complete and standard fee schedule CES is requiring offerors to complete the form below. Offerors are asked to respond to each line of the price sheet by indicating the appropriate pricing information, or "N/A" for not applicable. CES will consider any line left blank as a NO Bid. If you feel it necessary or appropriate to include additional pricing information or pricing terms and conditions, please provide them as additional pages.

Type of Service	Hourly Rate	CES Discount	CES Hourly Rate
General Architectural Consulting - Labor Rates			
Site and Facility Review and Evaluation Services			
Principal Architect			
Senior Architect			
Junior Architect			
Principal Engineer all areas			
Senior Engineer all areas			
Junior Engineer all areas			
Senior Educational Specialist			
Junior Educational Specialist			
Facility Capacity, Utilization and Forecasting Senior Consultant			
Facility Capacity, Utilization and Forecasting Junior Consultant			
Senior Facility Planner			
Junior Facility Planner			
Senior Computer Programmer/Technician			
Junior Computer Programmer/Technician			
Senior Drafter			
Junior Drafter			
Senior Cost Estimator			
Junior Cost Estimator			
Senior CADD Technician			
Junior CADD Technician			
Surveyor			
Clerical			
General Labor			
Facilities Design and Project Development Labor Rates			
New Construction Labor Rates			
Principal Architect			
Senior Architect			
Junior Architect			
Principal Engineer all areas			
Senior Engineer all areas			
Junior Engineer all areas			

Type of Service	Hourly Rate	CES Discount	CES Hourly Rate
Facilities Design and Project Development Labor Rates			
New Construction Labor Rates			
Senior Educational Specialist			
Junior Educational Specialist			
Interior Designer			
Senior Drafter			
Junior Drafter			
Senior Cost Estimator			
Junior Cost Estimator			
Bid Spec Writer			
Senior CADD Technician			
Junior CADD Technician			
Clerical			
Renovation/Remodeling Labor Rates			
Principal Architect			
Senior Architect			
Junior Architect			
Principal Engineer all areas			
Senior Engineer all areas			
Junior Engineer all areas			
Senior Educational Specialist			
Junior Educational Specialist			
Interior Designer			
Senior Drafter			
Junior Drafter			
Senior Cost Estimator			
Junior Cost Estimator			
Bid Spec Writer			
Senior CADD Technician			
Junior CADD Technician			
Clerical			
Construction Labor Rates			
New Construction Labor Costs			
Principal Architect			
Senior Architect			
Junior Architect			
Principal Engineer all areas			
Senior Engineer all areas			
Junior Engineer all areas			
Project Manager/Coordinator			
Construction Manager/Coordinator			

Type of Service	Hourly Rate	CES Discount	CES Hourly Rate
Construction Labor Rates			
New Construction Labor Costs			
Interior Designer			
Senior Drafter			
Junior Drafter			
Senior CADD Technician			
Junior CADD Technician			
Testing, Analyst, Lab Technician			
Inspectors/Investigators			
Clerical			
Construction Runner/Helper			
Renovation/Remodeling Labor Rates			
Principal Architect			
Senior Architect			
Junior Architect			
Principal Engineer all areas			
Senior Engineer all areas			
Junior Engineer all areas			
Project Manager/Coordinator			
Construction Manager/Coordinator			
Interior Designer			
Senior Drafter			
Junior Drafter			
Senior CADD Technician			
Junior CADD Technician			
Testing, Analyst, Lab Technician			
Inspectors/Investigators			
Clerical			
Construction Runner/Helper			

Type of Service	Cost Per Hour	% of Markup Overhead	Total Cost Per Hour
Outside Consultants			
Mechanical Engineer			
Electrical Engineer			
Structural Engineer			
Civil Engineer			
Project Manager/Coordinator			
Construction Manger/Coordinator			
Interior Designer			
Educational Consultants			
Testing, Analyst, Lab Technician			
Inspectors/Investigators			

Type of Service	Purchase Cost	% of Markup Overhead	Total Cost Per Hour
Reimbursable Charges and Rates Fixed			
Mileage Rate			
Per Diem Rate for 6-12 hour period			
Per Diem Rate per 18 hour period			
Per Diem Rate per 24 hour period			
Travel Time % of Regular Time			
Long Distance Calls Cost Per Minute			
Reimbursable Charges Cost Plus			
Professional Services			
Traveling Expenses			
Per Diem			
Office and Business Expenses			
Duplicating, Printing and Copying Expenses			
Advertising Expenses			
Testing, Analysis and Laboratory Services			
Blue Print and Drawing Duplication			
Facility/Construction Projects Fee is a Percent of Total Project Cost			
Total Cost of \$0.00 to \$100,000.00	Normal Percent	CES Discount	CES Percent
Total Cost of \$100,001.00 to \$250,000.00			
Total Cost of \$250,001.00 to \$500,000.00			
Total Cost of \$500,001.00 to \$750,000.00			
Total Cost of \$750,001.00 to \$1,000,000.00			
Total Cost of \$1,000,001.00 to \$1,500,000.00			
Total Cost of \$1,500,001.00 to \$2,000,000.00			
Total Cost of \$2,000,001.00 and Over			
Projects Without Special Facilities New Construction			
Total Cost of \$0.00 to \$100,000.00			
Total Cost of \$100,001.00 to \$250,000.00			
Total Cost of \$250,001.00 to \$500,000.00			
Total Cost of \$500,001.00 to \$750,000.00			
Total Cost of \$750,001.00 to \$1,000,000.00			
Total Cost of \$1,000,001.00 to \$1,500,000.00			
Total Cost of \$1,500,001.00 to \$2,000,000.00			
Total Cost of \$2,000,001.00 and Over			
Projects With Special Facilities Renovation/Remodeling			
Total Cost of \$0.00 to \$100,000.00			
Total Cost of \$100,001.00 to \$250,000.00			
Total Cost of \$250,001.00 to \$500,000.00			
Total Cost of \$500,001.00 to \$750,000.00			
Total Cost of \$750,001.00 to \$1,000,000.00			

	Normal Percent	CES Discount	CES Percent
Projects With Special Facilities Renovation/Remodeling			
Total Cost of \$1,000,001.00 to \$1,500,000.00			
Total Cost of \$1,500,001.00 to \$2,000,000.00			
Total Cost of \$2,000,001.00 and Over			
Projects With Out Special Facilities Renovations			
Remodeling			
Total Cost of \$0.00 to \$100,000.00			
Total Cost of \$100,001.00 to \$250,000.00			
Total Cost of \$250,001.00 to \$500,000.00			
Total Cost of \$500,001.00 to \$750,000.00			
Total Cost of \$750,001.00 to \$1,000,000.00			
Total Cost of \$1,000,001.00 to \$1,500,000.00			
Total Cost of \$1,500,001.00 to \$2,000,000.00			
Total Cost of \$2,000,001.00 and Over			

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 on pages 11 to 28 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 except as listed below.

Signature (should match cover signature)

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 member 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 members use CES contracts. Because each of our contracts is based on a sealed proposal, members are exempt from having to issue a Proposal or RFB. This saves them a great amount 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 may 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 RFB's (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 our members are sent to CES. We then issue our purchase order to the vendor asking the vendor to ship directly to the member, but to send us the invoice. Next, we invoice the member, and add a one percent (1%) administration fee to that invoice. This fee (\$10 minimum) is our income. The state does not give CES any funds to provide procurement services for schools.

Because we ask the members to pay one percent (1%) for our services, we also expect vendors, who are awarded contracts, to provide an incentive to the schools to use a CES contract. If a vendor will sell a product to a school for the same price as on our contract, the member, in effect, is paying one percent (1%) 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, we request that each vendor offer prices on CES contracts lower than the price they offer to individual schools that purchase directly, or that might issue a local proposal. We ask this, not for a "most favored nation" relationship, but as a commitment of partnership between CES and the vendor. We want schools to understand that when using a CES vendor, they are not only satisfying the procurement code, but are truly reducing the costs of education.

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

- Prices will be **no different** from what we ordinarily offer to schools.
- Prices are (check) three percent (3%) lower than our best price to individual members.
 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. 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

2. If applicable, list any New Mexico licenses held by your company.

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

3. Where should CES mail purchase orders?

Vendor Name _____

Attention Line _____

UPS Address _____

Mailing Address _____

City _____ State _____ ZIP _____

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.*

4. 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: _____

5. Additional contacts for CES.

New Mexico Representative _____

Telephone _____ FAX _____

Contact for RFP/Contract _____

Telephone _____ FAX _____

6. Sales Support by Region

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

7. 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

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

INSTRUCTIONS FOR COMPLETION OF PRICE PAGES

1. Before you begin, make duplicate copies of the price page.
2. The rates identified below are for the basic services of the architect for all structures used for educational purposes with a construction value of less than \$500,000. Hourly rate changes also apply to master planning efforts, programming the requirements of the project, surveying and preparing measured drawings of "as built" or existing conditions, all project travel time portal to portal, funding assistance, grantsmanship efforts, attending conferences, meetings and expending time in the owner's behalf outside of the time directly connected with the rendering of basic services, clerical activities, renderings and models of proposed projects, extensive representation during the construction phase of the project, making revisions to drawings previously approved by owner, processing change orders, evaluating substitutions proposed by the contractor and revising drawings pursuant thereto, evaluating claims made by the contractor or others in connection with the work, all services required as the result of the default of the contractor or by major defects or deficiencies in the work of the contractor, all services connected with public hearings or any legal proceeding except those where the architect is a party thereto, providing financial feasibility studies, evaluations or studies of prospective sites, environmental studies, services relative to future facilities, submissions required for approval of governmental authorities, coordinating the efforts of other consultants or contractors retained by the owner, detailed cost estimates, interior design services, or services in connection with the selection and procurement of furnishings and related equipment, "as built" drawings, preparation of operations and maintenance manuals and the training of owner's personnel pursuant thereto, and the additional services as identified in the latest edition of the Owner/Architect Agreement, AIA Document B-141.
3. Once your offer is accepted, any future price adjustments must be made in the same manner.
5. 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 member that joins CES is not yielding its own purchasing authority. Unlike state agencies that must use state awarded contracts, each school member 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 member 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 member. 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 Bids 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 contractor says "this is the lowest price I will offer in New Mexico to public agencies," then the buyer 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 contractor, or an eventual rebidding by CES to secure better contracts for its members.

SUBMISSION CHECK-OFF FORM

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

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

- _____ 1. The signed Offer and Contract Award (page 54)
- _____ 2. The signed Affidavit (page 55)
- _____ 3. A point-by-point response for the 10 items under Vendor Qualifications (pages 9-10)
- _____ 4. Documentation and point-by-point response to each of the categorical required responses requested under Section II-Scope of Work, D. Specifications (page 30)
- _____ 5. A list of any exemptions or modifications of Terms and Conditions, and Categorical Terms and Conditions (page 61)
- _____ 7. Letters of financial stability and credit limit
- _____ 8. All miscellaneous forms that apply
- _____ 9. Copies of all licenses
- _____ 10. Appendix with slicks, information, etc.
- _____ 12. Offeror's Support for CES prices (page 62)
- _____ 13. Questionnaire for Offeror (page 63)
- _____ 14. Submission check-off form (page 68)