

**COOPERATIVE EDUCATIONAL SERVICES**

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

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

**RFP Issue Date** **Monday, January 28, 2008**

RFP Number: RFP 2008-010B

RFP Issue Date: Monday, January 28, 2008

RFP Commodity Titles:

Commodity Titles	Category	Title
055-014	1.	<b>Cars, Trucks and Vans (New)</b>
975-001	2.	<b>Vehicle Rental (cars, trucks and vans)</b>

**RFP Due Date** **Friday, March 7, 2008**

Day / Date: Friday, March 7, 2008

Time: 1:30 p.m. local time

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

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

## **RFP Content Overview**

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

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

- |             |   |
|-------------|---|
| Section I   | Outlines the RFP, indicates how to prepare a response and states the General Terms and Conditions   |
| Section II  | Lists the various commodity titles and, for each, states the Special Terms and Conditions, the Scope of Work and Required Categorical Responses |
| Section III | Indicates how the proposals will be evaluated and how the awards will be made   |
| Section IV  | Incorporates the forms used in the proposal response  |

## **Legal Advertisement**

### **ADVERTISEMENT FOR PROPOSAL**

Cooperative Educational Services, 4216 Balloon Park Road NE, Albuquerque, NM 87109, will receive sealed proposals until 1:30 p.m. local time, Friday, March 7, 2008, for: Category 1, Cars, Trucks and Vans (New); Category 2, Vehicle Rental (cars, trucks and vans).

All proposals must be submitted in a sealed envelope marked "SEALED PROPOSAL – RFP 2008-010B" on the front of the envelope. A list of qualifications and specifications, instructions to bidders and RFP forms can be obtained upon request by fax (505-344-9343), mail, email (bids@nmedu.org) or by telephone (505-344-5470) from 8:30 a.m. to 4:30 p.m., Monday-Friday, except holidays.

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

/s/ Max Luft,  
Executive Director

PUBLISH: Sunday, January 27, 2008  
Sunday, February 3, 2008

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

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## **SECTION I      INSTRUCTIONS TO OFFERORS**

### **A. INTRODUCTION**

Parties to the Joint Powers Agreement to Establish an Educational Cooperative through its administering agency, Cooperative Educational Services (CES), invites experienced contractors to submit proposals in accordance with the outlines and specifications contained herein. Proposals are requested from qualified respondents to provide products and services for one or more Member educational institutions in the state. Selection for award will go to the responsive Offeror whose proposal is most advantageous to CES. The method by which the Offeror or Offerors will be selected is detailed further in the evaluation section.

### **B. EXAMINATION OF DOCUMENTS**

Offeror will carefully examine the Request for Proposals, which includes Instructions to Offerors, Scope of Work and Specifications, Conditions Leading To and Including Contract Award and Proposal Forms.

### **C. QUESTIONS**

Submit all questions about the Request for Proposals (RFP) in writing to Cooperative Educational Services, Attn: Max Luft, Executive Director, **email to [bids@nmedu.org](mailto:bids@nmedu.org), fax 505-344-9343, or mail to 4216 Balloon Park Rd. NE, Albuquerque, NM 87109**. Replies will be made via the website ([www.nmedu.org/ces/jobrfp/rfprfb\\_1st.asp](http://www.nmedu.org/ces/jobrfp/rfprfb_1st.asp)) as addenda and will become part of the proposal documents. Those not having access to the Internet can call CES, either to determine if addenda have been issued, or to request of CES by phone or fax that copies of the addenda be mailed. Questions received less than seven (7) days prior to the proposal due date will not be answered.

### **D. PROPOSAL SUBMISSION**

#### **1. Preparation of the Proposal**

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

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

## 2. Format of the Proposal

- a. One (1) original of the proposal will be submitted on the forms and in the format contained in the RFP and must have original signatures. The proposal will contain all descriptive literature, specifications, samples, etc. The proposal will be submitted in a three-ring binder.
- b. The forms as contained in and format as requested in the RFP will be used. Offerors can reproduce the forms and retype the information, but all of the required information must be presented in the order requested. All proposals must be completed in ink, on a computer or typewritten. Forms can be filled in by hand, but must be printed.
- c. In preparing a proposal, a contractor must present a point-by-point response to each relevant term, special consideration, or specification. A response that says "See Appendix," "Acknowledge," or "Understood" is not acceptable and may be sufficient to render the proposal as non-responsive. Usually, on a term or condition, either the word "Accept" is appropriate or the word "Exception" with a clarification. Should the Offeror take any "exceptions" to this RFP, a summary of those items must be included in the response to be considered valid. Exceptions can be accepted, negotiated or rejected by CES.
- d. In addition to a-c of this Section, the Offeror is to provide an electronic copy of the proposal on a CD-R or CD-RW in either or combination of the following file formats: Adobe PDF (pdf), Rich Text Format (rft), and Microsoft Word (doc) or Microsoft Excel (exe).

## 3. Contents of the Proposal

**In order to ensure that every proposal receives a fair evaluation, it is required that each Offeror organize its proposal in the following manner and provide an electronic copy in the format as listed below:**

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

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

Tab 1: The Offer

- Signed Offer and Acceptance, (Form B) (page 59)
- The RFP Affidavit, (Form C) notarized signature required (page 60)
- Offerors Declaration, (Form A) (page 57)

Tab 2: Introduction

- Executive Summary (a one-page description of what you are proposing on this contract)

- Tab 3: General Terms and Conditions
- Terms and Conditions, Section I-E (copy of each page in order)
  - Acceptance of Terms and Conditions, Form E (first line must be signed RFP page )
- Tab 4: Contractor Qualifications
- Answers to Questions from Section I-D-4 questions a-j (pages 9-11)
- Tab 5: Category
- Categorical Terms and Conditions page(s) only for your category (copy of each page in order).
  - Acceptance of Categorical Terms and Conditions (Form E). If submitting more than one Category, include a separate Form E for each Category.
  - Required Categorical Responses for your category (written response to every part). Include a separate response for each Category that is submitted.
- Tab 6: Cost Quotation
- Prices for category Price information, price sheets from RFP (page 61) **Form D**. Include a separate Form D for each category submitted.
  - Additional price information, price sheets from RFP (page 41) Form D
- Tab 7: Required Forms
- Support and Maintenance Plans (**Form F**), include a separate one for each Category submitted.
  - Offeror's Support for CES Prices, Form G (page 66)
  - Questionnaire for Offeror, Form H (pages 67-68)
  - Support and Maintenance Plans, Form F (page 65)
  - Manufacturer's Representative Form, Form I, a separate one of each Category submitted (page 69)
- Tab 8: Additional Information
- Additional information that you wish to include
  - Additional support pages requested in each specific category
- Tab 9: Submission Check-off Form
- Make certain everything is included, and then sign Form L (page 72)
- 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, March 7, 2008, at 1:30 p.m. local time.

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

Step Four: Before you seal your proposal, ask yourself this question: “Did I really give my best prices to the schools?” Be sure the Offer is signed and that all forms are enclosed. After verifying this has been done, make a copy of the proposal for yourself. Submit your proposal to CES.

4. Offeror Qualifications

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

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

- manufacturer stating the terms, conditions and authority to speak for it, or by a copy of your franchise/contractual agreement. If you are a manufacturer, describe who, from where, if or how, you will provide and support your dealer network with this contract, or if you will sell directly to CES.
- e. A major problem often facing companies awarded a CES contract is rapid growth followed by cash flow difficulties. For purposes of evaluation, attach a letter from your financial institution that indicates the line of credit available to you. This letter does not need to identify a dollar amount. Instead, a credit range should be indicated. (For example, “credit in the low six figures” or “a credit line exceeding five figures.”) Indicate if you will assign payments to financial institutions. Please name any financial institutions that you may use for assignments or for factoring. If you enter into any assignment agreements, will you sign a notarized power of attorney that grants the company receiving the assignment the right to endorse payments from CES? Please attach a sample assignment or factoring agreement with your proposal if you intend to use these financial services. The fact that a company uses these services will not reflect on the credit stature of the CES contractor. Since CES requires a 45-day term rather than the more traditional 30 days, such payment arrangements may be necessary.
  - f. Describe your company’s policies and procedures in regards to complying with the New Mexico State mandated security and background checks for individuals working and providing services within public school buildings. Please provide a sample of the type of background check that you are willing to perform for these purposes.
  - g. Unfortunately, the United States of America is now a very litigious society. Provide with this RFP a certificate of verification of insurance listing minimum and maximum coverage for liability, vehicle and property damage. CES is not asking you to acquire additional or special insurance for this contract. CES needs proof that you are insured. Before any work can commence, you must provide a certificate that names CES as a certificate holder. Normally, this is a free service provided by an insurance company. See the insurance requirements in Section 1-E, LISTING OF THE GENERAL TERMS AND CONDITIONS.
  - h. CES is the administrative agency of the Joint Powers Agreement to Establish an Educational Cooperative. Its Members are the public educational institutions in New Mexico. Our sole purpose is to support these institutions in their day-to-day procurement. Describe in writing your ability, willingness and means to sell, deliver and provide support to the educational agencies in New Mexico. No Offeror will be denied a contract simply because sales are limited to New Mexico. However, CES will not enter into a contract with a contractor who has an existing contract that would be more advantageous than a CES contract to sell/provide goods and services to New Mexico agencies. Do you currently have or plan to have such state contracts, that is, SPD with the State Procurement Division? If so, why do you wish to secure a CES contract, and how would the CES contract be more advantageous in pricing or other services over other cooperative contracts?
  - i. It has been CES’ experience that a gap exists between the management (those who respond to RFPs) and sales staff (those who contact the schools and political subdivisions) which results in problems. Will your sales staff sell a product or service to a CES Member that it knows will not meet the Member’s needs? What training does your sales staff have that gives you confidence in their ability to serve the needs identified in RFP 2008-010B. Name your key sales people who will be

- assigned this contract and provide a brief description of each person's qualifications that includes title, work experience, educational background and related skills.
- j. Although CES is not required to base an award strictly on the lowest price, any time one contractor charges more than another for a product or service, justification is needed. Every CES contract must be for the public good, not for the benefit of a contractor. Having said that, however, CES is totally committed to two basics in the American way of business: profit and competition. Please provide, in writing, reasons why your products and goods are worth the prices or fees you are charging. List any "added value" received by the customer when purchasing through you rather than a competitor, and report whether your major benefit is price alone.

E. LISTING OF GENERAL TERMS AND CONDITIONS:

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

1. Contractor provides quote to Member and the quote includes the CES one percent (1%) administration fee.
2. If acceptable, the Member issues CES a purchase order for the quoted amount.
3. CES verifies the quote with the solicitation response and issues a purchase order to the contractor for one percent (1%) less than the contractor's quote to the Member.
4. The contractor provides the items or services and invoices CES for the amount of CES' purchase order to the contractor.
5. CES invoices the Member.
6. The Member pays CES.
7. After receipt of the Member payment, CES pays the contractor for items and services delivered and accepted by the Member, not to exceed the purchase order amount.

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

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

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

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

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

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

**Amendment of Offer:** An offer can be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the response to this RFP.

**Announcement of Successful Offerors:** Selection will be made via written communication to successful Offerors.

**Applicable Law:** This contract will be governed by the laws of the State of New Mexico, both as to interpretation and performance. Suits pertaining to this contract can be brought only in courts in the State of New Mexico. Offerors doing business with CES must be in compliance with the Federal Civil Rights Acts of 1964 and Title VII of that Act, Rev. 1979. All work under this contract will be done in strict accordance with the most recent edition of any relevant regulation, standard, document or code that relate to these laws. Where conflict among the requirements or with these specifications exists, the most stringent requirement will be used.

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

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

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

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

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

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

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

**Brand Names:** The use of the name of a manufacturer, brand name or catalog number does not restrict the offer. Brand names are used to indicate the character, quality and/or performance equivalence of the commodity on which proposals are submitted. However, CES reserves the right to decide if alternatives to the identified manufacturer and brand are, in fact, equal to that described in the proposal.

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

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

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

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

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

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

**Cancellation of Contract by CES:** CES can cancel any contract secured by solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of CES is, or becomes, at any time, while the contract or any extensions of the contract are in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from CES is received by the parties to this contract, unless the notice specifies a later time.

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

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

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

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

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

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

**Clarification:** As used in the RFP, clarification means communication with a contractor for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry by CES, or as initiated by the contractor. Unlike "Discussion" (see below), clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

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

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

1. CES desires to conduct oral or written discussions with potential Offerors prior to an award;
2. CES desires to allow Offerors to revise proposals;

3. CES wishes to award contracts on which price is only one of many determining factors;
4. CES realizes that over the period of a multi-year contract, certain prices may change.

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

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

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

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

**Contract Type:** Indefinite quantity with:

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

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

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

**Contractor Invoice:** Contractor will invoice CES after delivery of goods and/or services. Goods and services will be invoiced at applicable contract prices, less the CES one percent

(1%) administration fee and not to exceed the amount of the CES purchase order. CES will invoice Member after receiving and reviewing contractor's invoice.

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

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

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

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

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

**Current Products:** All offers will be for equipment, supplies, commodities and software in current production and marketed to the general public and educational/governmental agencies.

**Default in One Installment to Constitute Total Breach:** Contractor will deliver conforming materials in each installment, or lot of this contract, and may not substitute nonconforming materials. CES reserves the right to declare a breach of contract if the contractor delivers nonconforming materials to any Member of CES under this contract.

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

**Delivery:** Delivery is desired to be made within 30 days of receipt of the purchase order. Contractor agrees to notify CES if an order cannot be processed and delivered within the 30-

day period. The school placing the order will then have the option of canceling the purchase order. Ownership of goods occurs only upon receipt of delivery in good condition.

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

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

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

**Discussions:** Discussions occur when oral or written communications between CES and the Offeror are conducted for the purpose of minor clarifications involving information essential for determining the acceptability of a proposal or that provides the Offeror an opportunity to revise or modify its proposal. CES will not help an Offeror bring its proposal up to the level of other proposals through discussions. CES will not disclose technical information pertaining to a competing proposal. CES will neither indicate to an Offeror a cost nor price that it must meet to obtain further consideration, nor will it provide any information about other Offerors' proposals or prices. CES is willing to discuss with an Offeror having a proposal in the competitive range any weaknesses, excesses or deficiencies in its proposal.

**Eligible Agencies:** Any CES Member can use the services of Cooperative Educational Services. CES reserves the right to reject any purchase authorizations it receives from New Mexico schools and agencies without cause.

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

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

**Federal Requirements:** Contractor agrees, when working on any federally assisted projects with more than \$20,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act and the Equal Opportunity Employment requirements of Executive Order 11375. In such projects, the contractor agrees to post wage rates at the work site and submit a copy of their payroll to the CES Member for their files. In addition, to comply with the Copeland Act, the contractor must keep records for three (3) years, and allow the federal grantor agency access to these records upon demand. All federally-assisted contracts to CES Members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the contractor. In projects that are not federally funded, contractor must agree to meet any

federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract.

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to, the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-intervention-acts or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

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

**Gratuity:** CES shall, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the contractor, to any employee of CES with a view toward securing a contract or the respect to the performance of the contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to CES for demonstration, evaluation, or loan purposes are not considered gratuities.

**Improper Delivery:** Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this contract, the purchasing agency may:

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

**Indemnification:** Contractor shall indemnify, defend and save harmless CES for any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by CES on account of loss or damage to any property or for injuries to or

death of any person, caused by, arising out of or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of contractor, its employees, agents, representative, or subcontractor, their employees, agents or representative in connection with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of contractor, and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this section will not extend to any liability caused by the sole negligence of CES or its employees.

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

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

**Insurance:** On contract, the contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of, or as a result from, activities under this contract, where those activities are performed by it, or by any subcontractor or by anyone directly or indirectly employed by any of the contractors or by anyone for whose acts may be liable during the entire performance period of this contract. The successful Offeror must furnish Certificate of Insurance to the CES procurement office prior to official award. If policy changes occur during the life of the contract, it is the contractor's responsibility to provide updated proof of coverage to the CES procurement office. Offerors will submit proof of coverage under the Workman's Compensation Insurance as required by the Labor Laws and New Mexico Statutes. Offerors will submit a certificate of general liability insurance for the personal injury, occupational disease, sickness or death and property damage. Insurance will include "occurrence" claim provisions. Minimum acceptable coverage is \$1,000,000 combined single limit for bodily injury and property damage or \$500,000 bodily injury and \$250,000 property damage (each occurrence). The Offeror will name CES and the Member as co-insured up to the limits of the Tort Claims Act. Additional punitive damages liability to \$500,000 will be provided naming CES as co-insured.

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

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

sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original contractor.

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

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

**Licenses:** The contractor will maintain in current status all federal, state and local licenses, bonds and permits required for the performance of the contract. Any Offeror using subcontractors must hold a current general contractor's license, as required by law. Copies of licenses will be submitted by the contractor with the response to the RFP. The contractor agrees to keep any required license or bond current, and in compliance with the New Mexico rules and regulations.

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

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

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

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

**Manufacturer's Representative:** Dealers of high technology electrical/mechanical equipment, who, if permitted by the Scope of the Work, submit an offer as a manufacturer's representative, must be able, if asked, to supplement the offer with a letter from the manufacturer certifying that the contractor is a bona fide dealer for the specific equipment presented, that the contractor is authorized to submit an offer on such equipment, and which

guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period. Dealers of software, mechanical devices, electronic goods and other commodities must be able, upon request, to provide the same information from a manufacturer.

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

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

**Most Favored Customer:** Although CES expects Offerors to offer its very best prices to CES Members, nothing in this contract established a most favored customer relationship between CES and the contractor. The contractor can respond to any solicitation from any public procurement unit without regard to this contract. If contractor offers lower prices to any of its other customers, it can lower its prices to its CES customers at the same time by facsimile or written notice.

**Multiple Awards:** CES has determined that often contracts awarded to more than one supplier for comparable goods and services at various prices best meets the many needs of its Member districts. Hence, when an award to one supplier would be impractical or fail to meet the total requirements of comparison or evaluation, multiple awards may be made.

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

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

**New Technology and Products:** New products announced by the manufacturer may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Dealers may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES can reject any additions, without cause.

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

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

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

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

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

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

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

**Options:** Optional equipment or products can be added to the contract at the time it becomes available under the following conditions:

1. The option is priced at a discount similar to other options, or
2. The option is an enhancement to the unit that improves performance or reliability.

**Ordering Process:** When online purchasing is not selected by the Member, all orders accepted by the contractor must be issued by CES. CES Members will submit signed purchase orders to CES. CES will then issue a purchase order to the contractor. When necessary, one or more orders may be combined. The contractor must agree never to accept a purchase order based on this contract, unless the purchase order is issued by CES, unless an online agreement has been approved in writing by CES.

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

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

**Past Performance Information (PPI):** PPI is relevant information regarding a contractor's actions under previously-awarded contracts to schools, local, state, or federal agencies. It

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

**Patent and Copyright Infringement:** Contractor will, at its expense, defend CES and its Members against any claim that any equipment or software supplied hereunder (even if such equipment or software are modified by CES or its Members, subject to the last paragraph of this section) infringe a patent or copyright in the United States, or a U.S. territory, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, CES must:

1. Give contractor prompt written notice of any such claim after becoming aware of such claim.
2. Allow contractor to control and fully cooperate with contractor in the defense and all related settlement negotiations.

CES will be reimbursed for all expenses incurred by CES in fully cooperating with contractor as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph, which are not reimbursable, by the contractor. If any CES Member is involved by any party in any way, the same provisions that apply to CES in this paragraph will apply to the Member. Contractor's obligation under this section is conditioned on CES' agreement that if the subject of such a claim, CES will permit the contractor, at its expense and option, either to procure the right for CES and its Members to continue using the equipment and/or software, or to replace or so modify them with equipment or software which are functionally equivalent so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in contractor's judgment and satisfactory to CES, CES will request its Members to return the equipment or software on written request by contractor at contractor's expense.

Contractor agrees to refund CES and/or its Members a refund for returned equipment as depreciated unless otherwise mutually agreeable in writing. The depreciation will be an equal amount per year over six (6) years. In the event that contractor's written request for return is made after full depreciation, the contractor will pay CES, or its Members who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its Members, fails to return the equipment, the contractor is not obligated to that Member under this clause.

Contractor will have no obligation with respect to any such claim based upon a Member's modification of the equipment or software or combination, operation or use with apparatus, data or programs not furnished by contractor. However, one Members' action will not preclude contractor's obligation to others not having modified their equipment or software.

**Payment:** CES will make every effort to collect payment from Members for the purchase of goods and services within 30 days after the receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion

of the account. *Any offer that requires payment in less than 45 days shall not be considered.* CES must first receive payment from the schools in order to process payment to the contractor. Any contractor, whose business would be in jeopardy due to slow payments, is encouraged not to respond. It has been CES' experience that schools always pay, but many are slow in processing payments.

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

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

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

1. The price reduction is available to all Members equally;
2. The price reduction is for a specific time period;
3. The original price is not exceeded after the time limit; and
4. CES is to be notified and have the new prices on record prior to any offer of the new prices to a CES Member.

Price increases (change in discount rate) will be considered at the time of a contract extension, and will be a factor in renewal.

**Pricing:** Offeror will describe discounts and special pricing offered. Offeror must agree that prices offered through this contract will include the CES one percent (1%) administration fee and while this contract is in effect, prices offered will be at least two percent (2%) below the lowest price offered by the Offeror to New Mexico schools and local/state procurements units for a similar volume. Should a lesser cost be provided to any other client, the preceding and existing work through this contract will be reduced in price to meet that rate. A copy of the current retail manufacturer's price list will be included in the proposal. If the Offeror has a leasing department or a leasing company, the cost of leasing can be included in the proposal. However, CES Members reserve the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not contain end-of-rental-term buy out information.

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

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

**Product Discontinuance:** In the event that a product or model is discontinued by the manufacturer, the contractor can substitute a new product or model, if the replacement product meets or exceeds the performance of the discontinued model, and the discount from retail is the same or greater than the discontinued model.

**Product Line:** Contracts will be awarded to Offerors able to provide its complete product line of equipment, software and services described in the specifications. Offerors with a published catalog can submit the entire catalog; however, CES reserves the right to select products within the catalog for award without having to award all the contents.

**Progress Payments:** CES will permit its Members to make progress payments on a purchased good or service under the following conditions:

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

**Progress Payments for Contractors:** All progress payments must be invoiced through CES. It is the responsibility of the Member to review and approve any estimates of work completed. If the Member issues a written statement to the contractor that the estimate of work is not approved and certified, the Member can withhold an amount from the progress payment the Member reasonably expects to incur in correcting the deficiency set forth in the written finding. In such cases, the contractor agrees to hold CES harmless for any deficiency of payment. If any payment is delayed beyond 45 days from the due date, the contractor agrees not to charge CES interest on the late payment. Any late charges will be the total responsibility of the CES Member. The contractor can extend any due date to avoid the requirement to pay interest. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

**Project Director:** The contractor will assign a project director to coordinate operational activities with the Executive Director of CES and shall make monthly reports to the Executive Director.

**Protests:** Protests will be filed and resolved in accordance with the State of New Mexico Procurement Code. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the District Court in and for the county of Bernalillo, State of New Mexico. The laws of the State of New Mexico will govern this RFP and resulting transactions.

**Provisions Required by Law:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted,

then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

**Public Record:** All proposals submitted in response to this invitation will become the property of CES and be a matter of public record available for review, subsequent to the award notification, under the supervision of the Executive Director of CES from 9:00 a.m. to 4:00 p.m., Monday through Friday, at 4216 Balloon Park Road NE, Albuquerque, New Mexico.

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

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

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

**Responsive Proposal:** An offer which conforms in all material respects to the requirements set forth in the Request for Proposals. Material respects of a request for a proposal include, but are not limited to, price, quality, quantity or delivery requirements.

**Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within 10 days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

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

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

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

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

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

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

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

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

**Site Preparation:** No contractor will begin a project for which the site is not prepared by the Member, unless contractor decides to do the preparation work at no cost, or until the Member has included the cost of site preparation in a purchase order to CES. Site preparation includes things like moving furniture, installing wiring for networks or power and similar pre-installation requirements.

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

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

**Suspension or Debarment Status:** If any firm, business, person, or contractor submitting an offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the Offeror must include a letter with its response or offer setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter, or to not disclose in the letter all the pertinent information, shall result in the cancellation of any contract. By signing the offer section, the Offeror certifies that no suspension or debarment exists.

**Tare:** If the contractor requires the Member to pay for shipping, the weight of the empty container and any material used for packing will be of the lightest weight practical for safe delivery of the contents.

**Taxes:** Prices offered will not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by the educational agency issuing the purchase order to CES. No gross receipts tax can be collected on delivery charges to the Member's location.

**Term of Contract and Extension:** The term of the agreement will commence on award and continue until April 4, 2009, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for Three (3), additional 12-month periods ending on April 4, 2010, April 4, 2011, and April 4, 2012. Since technology changes rapidly, CES may require a contractor to respond to a new RFP rather than extend a contract secured under this RFP.

**Termination of RFP:** The Request for Proposals (RFP) in no manner obligates CES to the eventual purchase of any product or services described or which may be proposed, until confirmed by a written Acceptance of Offer and Contract Award. Progress towards this end is solely at the discretion of CES and can be terminated without penalty or obligation at any time prior to the signing of a contract. CES reserves the right to cancel this RFP at any time and for any reason and to reject any or all proposals.

**Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the procurement unit purchasing the material or services until it actually receives the material or service at the point of delivery, unless otherwise provided within this document.

**Token Offer:** If any Offeror submits a perfunctory offer with no serious intent of being accepted, CES reserves the right to remove the Offeror from its potential contractor's list. If an Offeror wishes to remain on the contractor's list, either a no response or a request to remain on the list is all that is needed.

**Trade-In Equipment:** Equipment for trade-in shall be dismantled by the contractor and removed at the contractor's expense. The conditions of the trade-in equipment at the time it is turned over to the contractor will be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the offer and the trade-in. Values placed on trade-in products are between the Member purchasing the new unit and the contractor.

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

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

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

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

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

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

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

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

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

The general duties of CES shall include:

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

### **D. SPECIFICATIONS:**

CES has provided General Terms and Conditions. In the following part of this section, CES is providing additional Categorical Terms and Conditions that apply. In case of conflict between the General Terms and Conditions and Categorical Terms and Conditions, the latter shall apply. Additional items may be requested in the specific Categorical Terms and Conditions.

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

## **Category 1                    Cars, Trucks and Vans (New)**

CES Members desire to purchase cars and trucks to meet the needs of its Members. These vehicles will be used in day-to-day operations for transporting staff; by maintenance, operations, food service and warehouse personnel during their day-to-day operations; and emergency and safety personnel. The vehicles requested will vary in intended function, vehicle configuration, engine type, and load capacity.

### **Categorical Scope of Work**

In order to assist its Members, school district, educational institutions, cities, and counties in meeting these needs, CES is seeking an Offeror who has the experience and can provide cars, trucks and truck chassis, maintenance and repair services, parts, and warranty service and repairs. CES wants a complete product line of vehicles that can be configured and equipped to meet individual Member's needs for transporting staff; by maintenance, operations, food service and warehouse personnel during their day-to-day operations; and emergency and safety personnel in the maintenance, operations, food service and warehouse areas of their operations. Members now own vehicles manufactured by Chevrolet, GMC, Ford, Mercury, Dodge, Jeep, etc.

### **Categorical Definitions**

#### **Alternative Fuels –**

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

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

**EPA** – Environmental Protection Agency

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

**GVWR:** Gross Vehicle Weight Rating; the maximum allowable weight of the fully loaded vehicle, per manufacturer, including liquids, passengers, cargo, and the tongue weight of any towed vehicle.

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

**Hybrid Electric Vehicles** - HEVs are primarily propelled by an internal combustion engine, just like conventional vehicles. However, they also convert energy normally wasted during coasting and braking into electricity, which is stored in a battery until needed by the electric motor. The electric motor assists the engine when accelerating or hill climbing and at low speeds where internal combustion engines are least efficient. Unlike all-electric vehicles, HEVs do not need to be plugged into an external source of electricity to be recharged; conventional gasoline and regenerative braking provide all the energy the vehicle needs.

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

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

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

**NMDOT** – New Mexico Department of Transportation

**NMMVD** – New Mexico Motor Vehicle Department

**NMPED** – New Mexico Public Education Department

**NMSPD** – New Mexico State Purchasing Department

**OEM** – The original equipment manufacturer

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

## **Categorical Terms and Conditions**

1. The Offeror will demonstrate that its facility(s) possess the resources to supply and support the vehicles offered under this solicitation.
  - A. All billings and invoices must identify the CES purchase order number, complete description of vehicle with all associated options being billed, and include the name of the vehicle, model number and vehicle identification number.
  - B. The contractor shall include a copy of any manufacturers order guides with this proposal. Upon request, the dealer will provide a copy of the order guide to any CES Member wishing to purchase a vehicle.
  - C. The prices for all vehicles shall be F.O.B. the Offeror's dealership, or any location within 100 miles of the dealership. If any additional cost to deliver a vehicle is required beyond 100 miles of the dealership, that cost must be identified on a price page. If no delivery costs are identified, the dealer will deliver the car to any Member's location at no additional charge.
  - D. All vehicles ordered must be delivered within 5 days of quoted date or 75 days of receipt of the purchase order from CES. If a vehicle is delayed beyond the original quoted date, or if the delayed delivery is beyond the fiscal year (ending June 30th), CES reserves the right to cancel the purchase order and the Member will be under no obligation to select a different vehicle if the vendor is unable to deliver on time.
  - E. In the case of a delay, CES needs to be notified within 5 business days of notice from the manufacturer to Offeror. CES will then notify the Offeror within 7 business days whether to proceed or cancel the order. CES or the Member will be under no obligation to select a different vehicle if the order is cancelled. The Member will be under no obligation to select a different vehicle if the contractor is unable to deliver on time.
  - F. All deliveries will be made Monday through Friday during normal business hours. Vendor will contact the Member 72 hours prior to delivery to schedule a delivery time, location and date.
  - G. All vehicles shall be equipped with four (4) full sets of keys at the time of delivery. Any special purpose keys (security systems, locks, trunk release, lights, and panic button) shall be supplied in sets of four (4) at no additional cost.
  - H. Offeror will provide owners with 2 complete sets of operations and parts manuals and 1 operational and parts manual in electronic format on CD-R, CD-RW, DVD-R or DVD-RW. If safety videos and handbooks are available, 2 sets will be provided to the Member at no cost on CD-R, CD-RW, DVD-R or DVD-RW.
  - I. Upon delivery, the dealer shall provide the ordering Member the following documents: MSO (Manufacturer State of Origin); odometer statement; warranty document; manufacturers invoice (unadulterated); the Monroney Sticker for any vehicle with a gross vehicle weight of 8500 lbs. or less; a booklet and CD with owner's warranty information and the owner's operating and maintenance manual. If the sticker is removed at the request of the buyer, the original shall be placed in the vehicle's glove box or with the other documents listed above.
  - J. All diesel engine equipped vehicles will meet current Federal 2007 Emissions Standards and include the appropriate diesel particulate filter exhaust after the treatment system. If the federal emission standards change during the term of the contract, then the Offeror must provide vehicles that meet the latest federal emission standards.
  - K. All vehicles will be ready for immediate use upon delivery.

- 1) All standard and optional equipment installed, fully assembled and serviced per manufacturers' specifications.
- 2) Service will include:
  - a. Complete lubrication
  - b. Checking of all fluid levels to insure that they are filled to manufacturers' specifications.
  - c. Full tank(s) of fuel, dual-fueled vehicles will have both systems filled; alternative-fueled vehicles will have the correct fuel type.
  - d. Electrical powered vehicles will have all batteries fully charged.
  - e. All tires, including the spare, inflated to manufacturers' specifications.
  - f. Wheels properly aligned to manufacturers' specifications
  - g. Engine and emission tuned to proper operating condition and operating per manufacturers' specifications.
  - h. Checking of all mechanical, electrical and electronic operations to insure they are operating to manufacturers' specifications.
  - i. Inside and outside clean with all unnecessary tags, stickers and markings removed.
  - j. No decals or markings of any type pertaining to advertisements other than the manufacturer's name or model designation normally installed by the factory will be attached to the vehicle.
  - k. Local dealers may provide a license plate holder and key chain tag that identify the dealer's name.
  - l. Checking for any appearance defects.
- L. All vehicles shall be delivered with a full tank of fuel; dual-fueled vehicles shall have both systems filled. Electrical-powered vehicles shall have all batteries fully charged. Alternative-fueled vehicles will have the correct fuel at full capacity. No additional cost for fuel shall be added to the final invoice.
- M. Prior to acceptance by the ordering agency, each vehicle shall be subject to a complete inspection. Inspection shall include, but not necessarily be limited to, conformity to the specifications, mechanical integrity, quality or workmanship and materials, and appearance defects. If fewer than ten (10) vehicles are delivered at any one time, inspection shall be completed in ten (10) or fewer business days; if more than ten (10) vehicles are received, up to thirty (30) business days may be permitted for inspection. If any equipment is returned to the Contractor prior to acceptance, corrections shall be made within seven (7) calendar days. Upon delivery of a corrected vehicle, the normal inspection time will start fresh. All corrections shall be made without any inconvenience to the ordering Member.
- N. All ordering Members shall be provided order forms or a process to order shop manuals and parts.
- O. It shall be the responsibility of the Offeror to assure that all recall notices and other technical service bulletins or notifications from the factory is sent directly to the Member in a timely manner.
- P. All standard equipment as identified in the manufacturer's literature, data books, and fleet buyers guides shall be furnished without additional cost on regular production vehicles.
- Q. All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory or by the dealer.

- R. Any dealer-provided option must be priced separately and may only be included if specifically ordered by the Member. Under no conditions may a Member be charged additional costs for items such as ADP (Added Dealer Profit), additional rust proofing, pinstripes, upholstery preservative, undercoating (or similar dealer packs), conveyance or document fees, or advertising surcharges.
- S. Warranties shall be the manufacturer's standard new vehicle warranty, for a minimum of 36 months and/or 36,000 miles, whichever comes first. All warranties shall begin when the vehicle is placed in service, which may be delayed by the ordering agency for up to six months. It shall be the responsibility of the ordering Member to notify the contractor when a vehicle is actually put in service.
- T. Extended Warranty Options
  - 1) Offeror is encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the Member after the standard warranty has expired.
  - 2) To cover parts, labor, roadside assistance, and towing.
  - 3) To include maintenance service plans.
  - 4) The terms, conditions, stipulations, exceptions, limitations and warranty periods will be clearly identified.
  - 5) Minimum period of 2 years after the standard warranty period.
  - 6) Extended warranty and all terms, conditions, stipulations and warranty periods will be clearly identified to the Member.
  - 7) Indicate in writing if extended warranties are offered to law enforcement users.
- U. The Offeror must provide all warranty work, ongoing maintenance, have an inventory of parts and have access to specialized or custom parts within 72 hours.
- V. Dealer will assist the Member if a vehicle purchased does not conform to the conditions of the warranty. As expressed, it is presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable warranties if either: 1) the same nonconformity has been subject to repair four (4) or more times by the manufacturer or its agents or authorized dealers during the shorter of the warranty term or the period of two (2) years or 24,000 miles following the date of original delivery of the motor vehicle to the consumer, whichever is earlier, but the nonconformity continues to exist; or 2) the motor vehicle is out of service by reason of repair for a cumulative total of 30 or more calendar days during the shorter of the warranty term or the two-year period or 24,000 miles, whichever is earlier.
- W. The term of a warranty is extended by any period of time during which repair services are not available to the Member because of any war, invasion, strike, fire, flood or other natural disaster.
- X. The Offeror must demonstrate that its service facilities can respond to a request in a timely manner.
- Y. All vehicles shall be the manufacturer's current production models, new and untitled.
- Z. States political subdivisions are exempt from Federal Excise Tax. Some Members are nonprofit or educational agencies (authorized by state statute to participate in cooperative purchasing) and may not be exempt.
- AA. Twelve and fifteen-passenger vans offered may not be used as school buses for the transportation of students for any purpose. No vehicle equipped or certified as a school bus may be offered on this contract.
- BB. All standard-size spare tires and wheels must be factory supplied or dealer installed and must be identical to the OEM tires and wheels contained on the vehicle.

- CC. If a Member requires a special type of paint (school colors, for example), an extra 45 days may be allowed to meet this need. Dealers must indicate on the price page any additional costs required for special agency or fleet colors. If a price is not entered, it will be assumed that there is no additional cost.
- DD. CES reserves the right to disallow any vehicle to be on contract that has been crash tested by the National Highway Traffic Safety Administration (NHTSA) or the Insurance Institute for Highway Safety (IIHS) and found to be unsafe for either the driver or passenger. In addition, any vehicle rated as unsafe by an independent national consumer testing organization (such as Consumers Union) may be disallowed. The vendor agrees to immediately withdraw any such vehicle from the contract until the vehicle is in compliance or deemed safe by the government or the independent testing organization. (Unsafe is defined as when the passenger or driver is likely to suffer extreme physical harm or death in a collision similar to the test crash.)
- EE. All passenger cars sold under this contract must meet or exceed the 2004 federal ide-impact standards.
- FF. All 2008 and newer passenger cars offered on this contract must have air bags for both the driver and the passenger, and be equipped with air conditioning, power steering and power brakes. Advanced front air bags, which adjust their explosive force to the passenger's weight and side air bags, will be offered when available.
- GG. All vehicles must have factory-installed seat belts for all seats. When possible, safety-belt pre-tensioners will be installed. A three-point safety belt in the center rear seat will be offered, if available.
- HH. Antilock Brake Systems (ABS) will be offered as an option, except when supplied by the manufacturer as a standard item.
- II. Fleet purchases will enable the buyer to order as many options as needed, as permitted by the manufacturer. In all other cases, all options will be available. Options will include, but not be limited to, the following: automatic or standard transmissions; larger or smaller engines; drive trains with antilock brakes, traction control, all-wheel drive, limited-slip differential, adjustable drive control and automatic level control; inside features such as adjustable steering column, cruise control, power seats, upgraded upholstery, rear window defroster and wiper/washer, central locking and/or security system, power mirrors, power windows, upgraded sound systems, cellular phone, trip meter and computer vehicle monitor. If sufficient storage space is available, a full-size spare with a matching wheel may be offered.
- JJ. Trucks offered may have many options, including, but not limited to, the following: extended bumpers, and tow hook; special electrical parts such as CB radio and antenna, fog lights, air horn, snow shield, special turn signals; special front end grills and paints; diesel, gas, flex fuel or CNG powered engines; specific manual or automatic transmissions; extra fuel tanks; cab comfort items such as upgraded seats, special mirrors, gauge clusters, tinted windows, power windows.
- KK. All optional equipment and accessories will be original equipment from the manufacturer and installed by a factory qualified/certified technician.
- LL. Except as restricted by the manufacturer in a fleet purchase, all factory incentives and rebates will be passed to the Member. All participating dealer rebates, year-end rebates, and other discounts offered to the general buying public will be available to the Member.
- MM. All dealers must identify the dealer holdback offered by the manufacturer as a percentage of the base invoice, the base MSRP, total MSRP, or other basis.

- NN. If at any time the Offeror is awarded (or currently is awarded) a contract with the New Mexico State Purchasing Office (SPD), and a Member wishes to purchase a vehicle that is available under both contracts, the vendor is required to notify the Member that the vehicle can be purchased directly through the SPD contract at a lower price. If the Member does not wish to use the state contract for any reason and has been notified of the facts, the Member can use this contract.
- OO. Tinted glass will comply with state law at the time of order. Unless otherwise ordered, all other side windows in utility vehicles and vans shall be factory deep tinted.
- PP. Dealer will provide, at no charge to the buyer, MSDS information-providing asbestos content of friction materials (brake pads, brake shoes, clutch discs, etc.), upon request.
- QQ. All interior rearview mirrors shall be day/night adjustable.
- RR. Unless otherwise ordered, all vehicles shall have dual sun visors, dual windshield wipers with washers, and left and right side outside mirrors. All truck mirrors shall be heavy-duty, top of the line systems, and meet federal and state size requirements.
- SS. All water-cooled vehicles shall have antifreeze protection to -35°F or to meet regional delivered levels.
- TT. Full-time four-wheel or all-wheel drive may be offered.
- UU. Alternative fuels means: a) liquefied petroleum gas; b) natural gas; c) hydrogen; d) a blend of hydrogen with liquefied petroleum or natural gas; e) an emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume and that complies with any of the following: i) Is used in an engine that is certified to meet at a minimum the United States Environmental Protection Agency low emission vehicle standard pursuant to 40 Code of Federal Regulations section 88.104-94 or 88.105-94; ii) is used in an engine that is certified by the engine modifier to meet the addendum to memorandum 1-A of the United States Environmental Protection Agency; iii) is used in an engine that is the subject of a waiver for that specific engine application from the United States Environmental Protection Agency's memorandum 1-A addendum requirements and that waiver is documented to the reasonable satisfaction of the Department of Commerce Energy Office; f) alcohol fuels that contain not less than 85% alcohol by volume; g) electricity; h) solar energy; i) a combination of at least 70% alternative fuel and no more than 30% petroleum-based fuel and that operates in an engine that meets the United States Environmental Protection Agency (EPA) low emission vehicle standard pursuant to 40 Code of Federal Regulations section 88.104-94 or 88.105-94 and is certified by the engine manufacturer to consume at least 70% alternative fuel during normal vehicle operations.
- VV. Splash guards will be installed on all trucks (larger than 3/4 ton) and shall be attached in a manner that prevents the splashing of mud or water on the windshield of other motor vehicles, shall extend to a length of not more than eight inches (8") from the ground, shall be wide enough to cover the full tread or treads of the tires being protected, shall be installed close enough to the tread surface of the tire or wheel to control the side throw of the bulk of the thrown road surface material, may be constructed of a flexible rubberized material, and shall be attached in a manner that, regardless of movement either in the splash guards or the vehicle, the splash guards retain their general parallel relationship to the tread surface of the tire or wheel under all ordinary operating conditions. Pickups that have been modified with a higher bumper to raise their center of gravity shall have splashguards attached.
- WW. The manufacturer must disclose in writing to a new motor vehicle dealer damage to a new motor vehicle delivered to the dealer if the damage is known to the manufacturer

and repaired, the damage occurred after the manufacturing process is complete but before delivery to the dealer, and the damage exceeds three percent (3%) of the manufacturer's suggested retail price as calculated at the rate of the dealer's authorized warranty rate for labor and parts. If this happens, the dealer will disclose in writing to the purchaser of the new motor vehicle before entering into a sales contract that the new motor vehicle has been damaged and repaired if the damage to the new motor vehicle exceeds three percent (3%) of the MSRP as calculated at the rate of the dealer's authorized warranty rate for labor and parts.

- XX. All vehicles shall be equipped with four (4) full sets of keys to include any special purpose keys or keyless remotes (security systems, locks, storage compartments, lights, etc.) at the time of delivery.

### **Categorical Specifications**

The following numbered items describe the kind of vehicles CES is seeking in this category. CES's classification of vehicles based on size or kind may or may not match a particular manufacturer's definition. Manufacturer's often change the name of a model or add a new model during a production year or for a new model year. Offeror may place a model in the classification that appears to be the closest match.

1. Small Sedans and Station Wagons
  - A. Sedans with passenger and cargo volume of 85 to 109 cu. ft. and station wagons with passenger and cargo volume less than 130 cu. ft.
  - B. All small sedans must seat at least four six-foot tall adults and be available with four doors.
  - C. Brakes (either standard or ABS) should stop the vehicle from 60 mph in less than 140' on dry or 160' on wet pavement.
  - D. Five-speed manual transmissions may be standard; three or four-speed automatic transmissions must be available.
  - E. Front safety belts are to be adjustable for comfort.
  - F. Trunk space should be large enough to hold three or four Pullman size cases.
  - G. Gauges must be clear, easily seen by the average size driver, and easy to use.
2. Midsize Sedans and Station Wagons
  - A. Sedans with passenger and cargo volume from 110 to 119 cu. ft and station wagons with passenger and cargo volume from 130 to 159 cu. ft.
  - B. All midsize cars offered must comfortably seat three adults in the rear seat and be available with four doors.
  - C. Power brakes (either standard or ABS) should stop the vehicle from 60 mph in less than 150' on dry or 170' on wet pavement.
  - D. Automatic transmissions should be standard.
  - E. Front safety belts must be adjustable for comfort.
  - F. Trunk space should be large enough to hold five Pullman size cases with room left over.
  - G. Gauges must be clear, easily seen by the average size driver, and easy to use.
  - H. The ride must be smooth and comfortable with little engine and road noise.
  - I. Tilt steering columns must be standard or available as an option. Power seats should be available for the driver.

3. Large Sedans and Station Wagons
  - A. Sedans with passenger and cargo volume of 120 cu. ft. or more and station wagons with passenger and cargo volume from of 160 cu. ft. or more.
  - B. All large cars offered must comfortably seat five/six adults and be available with four doors. Front bench seating should be available.
  - C. Power brakes (either standard or ABS) should stop the vehicle from 60 mph in less than 150' on dry or 170' on wet pavement.
  - D. Automatic transmissions must be standard. Units with overdrive are preferred.
  - E. Front safety belts must be adjustable for comfort.
  - F. Trunk space should be large enough to hold five pullman size cases with room left over.
  - G. Gauges must be clear, easily seen by the average size driver, and easy to use.
  - H. The ride must be smooth and comfortable with little engine or road noise.
  - I. Tilt steering columns must be standard or available as an option. Power seats should be available for the driver.
4. Minivans
  - A. For GVRW of 8500 lbs or less.
  - B. All minivans offered should comfortably seat seven or more adults and be available with three or five side doors. Front bench seating should be available, but is not required.
  - C. Power brakes (either standard or ABS) should stop the vehicle from 60 mph in less than 150' on dry or 170' on wet pavement.
  - D. Automatic transmissions must be standard. Four-wheel or all-wheel drive units may be offered.
  - E. Front safety belts must be adjustable for comfort.
  - F. Cargo space may be increased by folding, moving, or removing center and rear seats.
  - G. Gauges must be clear, easily seen by the average size driver, and easy to use.
  - H. The ride must be smooth and comfortable with little engine or road noise.
  - I. Adjustable steering columns must be standard or available as an option. Power seats should be available for the driver.
  - J. Optional rear seating air conditioning that does not interfere with passenger headroom should be available on extended or larger units.
5. Sport-Utility Vehicles
  - A. For GVRW of 8500 lbs or less.
  - B. All utility vehicles offered must comfortably seat five or more adults and be available with three or four side doors. Front bench seating should be available.
  - C. Power brakes (either standard or ABS) should stop the vehicle from 60 mph in less than 150' on dry or 170' on wet pavement.
  - D. Automatic transmissions should be standard. Four-wheel drive and units that shift between two and four-wheel drive may be offered.
  - E. Front safety belts should be adjustable for comfort. Utility vehicles that offer a passenger air bag are preferred.
  - F. Folding, moving, or removing center and/or rear seats may increase cargo space. Optional or standard roof racks should be available.
  - G. Gauges must be clear, easily seen by the average size driver, and easy to use.
  - H. Diesel engines equipped with an injector pump certified to operate on low sulfur fuel and warranted for 100,000 miles are preferred. The Offeror is encouraged to offer an option for B5 to B20 biodiesel fuel.

- I. The ride should be smooth and comfortable with little engine or road noise when operated on highways.
  - J. Adjustable steering columns must be available as an option. Driver power seats should be available.
  - K. Towing capacity must be identified for each model offered.
  - L. All utility vehicles will be equipped with front and rear bumpers. Optional running boards and grab handles shall be available.
  - M. All models will meet or exceed all federal safety standards set for cars.
6. Pickup Trucks ( Small and Standard)
- A. Small with GVRW of 6000 lbs or less and Standard with GVRW of 6000 to 8500 lbs.
  - B. Front bench seating should be available.
  - C. Power brakes (either standard or ABS) should stop the vehicle from 60 mph in less than 150' on dry or 170' on wet pavement.
  - D. Automatic transmissions may be standard. A five-speed manual may be offered. Four-wheel drive and units that shift between two and four-wheel drive may be offered.
  - E. Front safety belts should be adjustable for comfort. Pickup trucks that offer a passenger air bag are preferred.
  - F. Extended cab and crew cab units may be offered.
  - G. Gauges must be clear, easily seen by the average size driver, and easy to use.
  - H. Diesel engines equipped with an injector pump certified to operate on low sulfur fuel and warranted for 100,000 miles are preferred. The Offeror is encouraged to offer an option for B5 to B20 biodiesel fuel.
  - I. The ride should be smooth and comfortable with little engine or road noise when operated on highways. When full, the ride should be better.
  - J. Adjustable steering columns should be available as an option.
  - K. Cargo capacity and GVW must be identified for each model offered. Tailgates must be detachable.
  - L. All pickup trucks will be equipped with front and rear bumpers. Optional running boards and grab handles may be offered.
  - M. All models will meet or exceed all federal safety standards set for cars.
7. Full-Size Vans
- A. For GVRW of 8500 lbs or less.
  - B. All full-size vans offered must offer a variety of seating/cargo arrangements. Front bench seating should be available.
  - C. Power brakes (either standard or ABS) should stop the vehicle from 60 mph in less than 160' on dry or 180' on wet pavement.
  - D. Automatic transmissions must be standard. Four-wheel and all-wheel drive units may be offered.
  - E. Front safety belts must be adjustable for comfort.
  - F. Folding, moving, or removing center and rear seats may increase cargo space. Units without side windows must be equipped with large side mirrors. Units with windowless sliding doors may be offered. Rear doors are to have windows.
  - G. Gauges must be clear, easily seen by the average size driver, and easy to use.
  - H. Diesel engines equipped with an injector pump certified to operate on low sulfur fuel and warranted for 100,000 miles are preferred. The Offeror is encouraged to offer an option for B5 to B20 biodiesel fuel.
  - I. The ride must be smooth and comfortable with little engine or road noise.

- J. Adjustable steering columns must be available as an option.
  - K. Optional rear seating air conditioning that does not interfere with passenger headroom should be available.
  - L. Dealer may offer customized interior arrangements for utility vans.
  - M. All units must have front and rear bumpers.
  - N. Heavy-duty low maintenance battery must be available; cooling systems must be heavy duty, maximum capacity with coolant recovery.
  - O. Cargo capacity and GVW must be identified for each model offered.
  - P. Cargo screens must have the lower half solid and the upper half ventilated and covered with clear 1/4th inch removable plastic to keep air conditioned air inside and allow use of the inside rear view mirror.
  - Q. Cargo compartments shall be equipped with at least one overhead light.
  - R. Cargo vans shall meet all state and federal requirements for lights and mud flaps.
8. Alternative-Fuel Vehicles
- A. Dealers are encouraged to offer alternative-fuel vehicles to meet state and federal air standards.
  - B. Dealers will submit the most up-to-date set of manufacturer specifications for any alternative-fueled vehicle to be offered.
  - C. Bi-fuel vehicles must have upgraded intake valve seats or other modifications that promote engine life with hotter burning natural gas.
  - D. Dealer of CNG vehicles agree to supply buyer with an up-to-date list of all refueling sites (fast fill) available in applicable state.
  - E. Dealers of EV's (electric vehicles) will provide infrastructure information (charging locations) and informational assistance to buyer in establishing a local charging station.
  - F. Alternative-fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, an emulsion of water-phased hydrocarbon fuel that contains not less than twenty percent water by volume, alcohol fuels that contain not less than eighty-five percent alcohol by volume, electricity, solar energy, a combination of at least seventy percent alternative fuel and no more than thirty percent petroleum based fuel. As new technology introduces other alternative fuels, these vehicles may be added to the contract if they can be licensed to operate in applicable state.
  - G. Any alternative-fuel vehicle must meet any applicable corresponding scope of work above.
9. Hybrid-Electric Vehicles
- A. Dealers are encouraged to offer Hybrid-Electric vehicles to meet state and federal air and fuel efficiency standards.
  - B. Dealers will submit the most up-to-date set of manufacturer specifications for any alternative-fueled vehicle to be offered.
  - C. Automatic transmissions must be standard. Four-wheel and all-wheel drive units may be offered.
  - D. Can be gas and electric or diesel and electric.
  - E. Meet all State and Federal Safety Standards.
10. Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans)
- A. High-speed pursuit units offered may be 2-door vehicles.

- B. Police package units should include as options (or standard) the following: transmission and engine oil cooler systems; heavy duty alternator and battery; full-size spare; rubber trunk mat; digital certified speedometer and complete gauge package (oil pressure, water temperature, trip odometer, tachometer); top speed fuel cut off removed; single key locking system; firm ride and suspension; four-wheel disc brakes; heavy duty cooling; tires speed rated to 130 mph or more; heavy duty rubber front and rear mats to replace carpet; inoperative from the inside rear windows and doors; ability to order holes in roof panels for lights; dome light controlled by instrument panel switch; ability to order side molding shipped loose in trunk; provisions for spotlights on left and or right sides; wiring systems for auxiliary speakers, antennas, horns and sirens, grille lights, and roof wiring; trucks and vans must have side impact door beams; daytime running lights.
- C. Emergency or health units configured for rescue, first aid, coronary, dental, diagnostics, and audiovisual or veterinary services. (CES is not seeking a dealer to supply the medical equipment, but the basic unit that may be later equipped.)
- D. Cab and Chassis Vehicles.
- E. Vendor may propose a full line of truck cabs and chassis. Complete specs for models proposed must be included in the proposal package with prices.
- F. Engines may be gas or diesel.
- G. Power steering is required.
- H. Third-party equipment (utility, hot or cold, platform, picker bodies, etc) is permitted; factory installed is preferred.

### **Required Categorical Responses**

1. Offeror must, through written narrative, clearly identify the car, truck and services it is proposing to provide Members under this category. Please provide the following behind Tab 5.
  - A. The vehicle, optional equipment and body manufacturer's names that you propose to offer.
  - B. The various models, configurations, type, versions, levels of vehicles, equipment and bodies offered from each.
  - C. Type and levels of warranties and services offered and provided by each. Process for Members to resolve warranty and extended warranty issues.
  - D. The names of third party vendors and other distributors, along with a complete list of products and services to be offered by them on your behalf.
  - E. The process for Members to order parts and service of vehicles out of warranty.
  - F. What type of training will be offered for maintenance staff to maintain the vehicle in a safe and cost effective manner?
2. How will the dealer credit the Member with any manufacturer rebate, regional incentives, dealer holdback or special discounts during the time of the contract?
3. Offeror must, through written documentation, demonstrate its ability to deliver those vehicles, optional equipment, bodies and perform those services proposed herein by providing prior experience working with educational institutions/public sector agencies. The response will include:
  - A. List three (3) agencies for whom you have provided the types of vehicles and equipment proposed herein.

- B. List the types of vehicles and their specific configuration ordered.
  - C. If optional equipment or specialized body configurations were provided, list the manufacturer's product used with its descriptions and specifications.
  - D. Describe how your vehicle ordered was the most cost effective and suitable to meet their identified purpose.
  - E. For each institution listed above, provide its name, address, phone number, contact person's name and title for each.
4. Provide the time line for each vehicle from the time of the agency issuing the purchase order to the institution's acceptance of delivery. Provide a brief narrative of the pre-sale and follow-up consulting services offered to ensure institution's satisfaction.
  5. Provide a narrative of your company's policies, procedures and strategies to ensure quality control, response to concerns before, during and after the sale of a vehicle. Indicate what follow-up, review and oversight process your management team has in place to ensure Member satisfaction and that warranty and service issues are dealt with in a timely manner.
  6. Indicate how you will market the contract to CES Members.

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

1. The Offeror must provide a complete listing and price schedule for all vehicles, optional equipment, bodies and services proposed under this category. It is understood that there are a number of models, configurations and options that may be offered. Therefore, it may be necessary for the Offeror to provide CES a process and methodology to verify and establish the cost of the most commonly purchased vehicles proposed herein. All price schedules submitted must be broken out into various elements that are used to price individual vehicles. These schedules would include dealer prep, delivery charges, extended warranty costs, parts costs and service rates that would be applicable during and after the warranty period.
2. Offeror must base vehicle, optional equipment and body prices submitted on a fixed discount off an MSRP or published manufacturer's price list or invoice. If one of these is not available, the Offeror must have an established method in their cost submittal response for pricing such items if not a sole source as defined by the New Mexico Procurement Code.
3. Offeror will permit the Member to select a vehicle from inventory on the dealer's lot or premises, or from the inventory of a nearby dealer. If the dealer makes a vehicle available from another dealer, the price must be the same and no additional delivery charge may be invoiced. The price must be a fixed discount or dollar amount over wholesale price; a Member may use this option at any time.
4. Hourly service rates must be provided for work that may occur under this contract, such as body work, maintenance repair services, etc.
5. If the Offeror provides services, such as DOT inspections, brake replacement, wheel alignment, tune-ups and oil changes as a package or fixed price that includes supplies, materials and labor, these prices should all be provided in its response.
6. Hourly rate for training of drivers and maintenance personnel on the safe and cost effective operation and maintenance of vehicle, vehicle body and options for vehicles offered for this proposal.

7. Price sheets, catalogs and other pricing forms must clearly identify and describe the products, supplies or materials, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
8. All pricing needs to be submitted in an electronic form (spreadsheet, tab separated text format), as well as in printed form.
9. All pricing information and documentation must be placed behind Tab 6 of the Offeror's response or the response may be considered non-responsive.

## **Category 2                    Vehicle Rental (cars, trucks and vans)**

### **Introduction**

CES and its Members travel to various cities within the State of New Mexico and the United States to attend meetings, seminars, conferences and to conduct official business. CES is looking for a firm(s) that offers the best overall value to its Members in providing vehicle rental services in and outside the state. It is the intent of CES to contract, for its Members, passenger, truck, and van rentals at various locations throughout the State of New Mexico and at locations within the United States (both airport and non-airport locations). Vehicle rentals shall be available to all Members' users that are licensed drivers when needed in the conduct of official business.

The service will be primarily for, but not limited to, CES Members which include public educational institutions such as public school districts, charter schools, BIA schools, community colleges, technical/vocational schools, colleges and universities, municipalities and county governments. Educational institutions will not be able to rent 15-passenger vans to transport students.

Offeror's are asked to offer a complete line of vehicles to meet both of these needs.

### **Categorical Scope of Work**

CES is seeking proposals, for its Members, from qualified and experienced rental agencies that offer competitive corporate, educational and governmental rates throughout the State of New Mexico and the United States to have a complete line for cars, trucks and vans for rental, have locations in all major cities and airports in the State and the United States and be able to provide an online reservation system and to track rentals by vehicle class and Member. Vehicles offered under this category must meet or exceed federal and state rules, regulations and requirements which govern the transportation of students.

### **Categorical Definitions**

**Authorized Drivers:** Persons authorized to operate vehicles rented under this agreement is properly licensed, include the renter, and without additional charge, the renter's fellow employees, while acting within the scope of their employment duties. Employees or agents of CES and its Members who are 18 or older, if otherwise eligible, may rent and operate vehicles under this Agreement when on official business.

**Vehicle Rental Periods** for this contract are broken down by the following categories:

- Daily - The charge per day (24 hours) for the rental of a vehicle.
- Weekly - The charge for rental of a vehicle for seven (7) continuous days.
- Monthly - The charge for rental of a vehicle for thirty (30) continuous days.

**Vehicle Classification:** Makes and models listed are to be used as an indication of vehicle class. The contractor is not required to maintain inventory in every make & model listed in a particular class, nor are they required to reserve a particular make or model. The sample vehicles listed in

the categories below are to be used as a guide only. The selected respondents shall include these types of vehicles or similar in the vehicle classes that they regularly offer to the general public.

- **Economy** shall mean vehicles equal to, but not limited to, sample makes & models specified: Rio, Chevy Aveo or similar 2 or 4-doors.
- **Compact** shall mean vehicles equal to, but not limited to, sample makes & models specified: Dodge Neon, Ford Focus, Chevy Cobalt, Nissan Versa, Kia Rio or similar 2 or 4-doors.
- **Mid-Size/Intermediate** shall mean vehicles equal to, but not limited to, sample makes & models specified: Dodge Stratus, Hyundai Sonata, Mazda 626, Chevy Malibu, or similar 2 or 4-doors.
- **Full-Size** shall mean vehicles equal to, but not limited to, sample makes & models specified: Dodge Intrepid, Ford Taurus, Monte Carlo, Chevy Impala, Nissan Altima or similar 2 or 4-doors.
- **Premium** shall mean vehicle makes & models specified or equal to, but not limited to: Ford Crown Victoria, Mercury Grand Marquis, Nissan Maxima, Dodge Magnum or similar 4-doors.
- **Sport Utility Vehicle** shall mean vehicle makes & models specified or equal to, but not limited to: Chevrolet Trailblazer, Ford Explorer, Nissan Pathfinder, and Jeep Grand Cherokee 4-door.
- **Large Sport Utility Vehicle** shall mean vehicle makes & models specified or equal to, but not limited to: Chevy Tahoe, Chevy Suburban, Ford Expedition 4-door and seat up to 9 passengers.
- **Minivan** shall mean vehicle makes & models specified or equal but not limited to: Dodge Grand Caravan, Chevy Uplander, room to seat up to 7 passengers.
- **Standard Pickup Truck** shall mean vehicle makes & models specified or equal to, but not limited to: Dodge Dakota, Ford Ranger, Chevy Colorado, 2 or 4-wheel drive, standard, extended, or crew cab
- **Large Pickup Truck** shall mean vehicle makes & models specified or equal to, but not limited to: Chevy Silverado, Ford F150, 2 or 4-wheel drive, standard, extended, or crew cab.
- **Cargo Van** shall mean vehicle makes & models specified or equal to, but not limited to: Chevy Express, Ford E-Series, with or without windows.
- Educational institutions in the State of New Mexico are prohibited from using 15-passenger vans to transport students.

## **Categorical Terms and Conditions**

The following categorical terms and conditions are in addition to the applicable general terms and conditions. Please review them and list any deviations on the Acceptance of Categorical Terms and Conditions and place behind Tab 5.

1. The Offeror must demonstrate in its' response that it has experience and can provide the car, truck and van rental services it is proposing to offer under this RFP. Generally, any Offeror that has not been in the vehicle rental business for at least three years will not be accepted. (Exception: If the Offeror has recently purchased an established business, proof of prior success in the same or closely related business can be offered.)
2. The Offeror must have qualified personnel and maintain appropriate facilities to market, support and service vehicles offered under this RFP.
3. The Offeror must demonstrate that it has the credit resources and financial ability to rent vehicles to the Member prior to issued payment. The Offeror must provide the Member with cost effective ongoing service, training and technical support during and after the warranty period.
4. The scope of work and minimum specifications provided herein are intended to establish and define the quality and characteristics of the desired service requested.
5. The Offeror must have a variety of the vehicles offered available at its location(s) for renting by CES Members.

## **Categorical Specifications**

1. Reservation Confirmation:
  - A. The Contractor shall have sufficient vehicle inventory to accommodate rental volumes encountered for the region offered.
  - B. Provide toll-free telephone number 24/7 available for accepting reservations.
  - C. Contractor shall have on-line booking options through a secured Internet site capable of booking and displaying the CES contracted rate for its Members.
  - D. Reservations should also be allowed via individual rental locations and the staff at the location to access CES's contracted rate.
  - E. Maintain an effective vehicle scheduling system to ensure vehicles are available at the scheduled check-in time.
  - F. The Contractor shall have a system to insure all renters have a valid drivers licensed.
  - G. The Contractor shall maintain a system to allow Members to reserve vehicles and receive confirmation via facsimile, email or other verifiable means.
  - H. If the size/class car reserved is not available, the Contractor will substitute an upgraded vehicle at the same price or, with renter's consent, a smaller car at the reduced rate.
  - I. Credit card numbers will not be required to make reservations.
  - J. A confirmation number and, if requested, the local rental location telephone number will be provided at the time a reservation is made.
  - K. Whenever possible, the renter will advise the Contractor of any change of travel plans necessitating vehicle rental cancellation or delayed pickup, a minimum of eight hours in advance; however, in no situation shall CES or its Members be liable for payment of "no shows" and/or cancellation of a rental.

- L. Provide a designated customer service representative(s), accessible 24/7 by a toll-free telephone number and e-mail, to handle questions, incidents, and customer service matters.
- 2. Frequent Renters:
  - A. Provide an "express" service, at no extra cost, which will be given to ensure contract pricing, to minimize the traveler's time in the pickup and return of vehicles by allowing the traveler's record information to be kept on file to enable the employees to skip the lines and paperwork, along with faster reservations at most locations.
- 3. Vehicle Pickup/Return:
  - A. The Contractor shall provide facilities for Member to pick up and return vehicles in a prompt, efficient manner. At no additional charge when renting from non-airport locations, the Contractor shall offer remote vehicle delivery/pickup, as described below, at no cost.
  - B. For after-hour vehicle return, the Contractor shall fax a legible copy of the agreement showing all of the charges incurred to the renter or designee by the next business day.
  - C. Contractor's Facility:
    - 1) The Contractor shall have facilities available for contract users to pick up vehicles during normal business hours.
    - 2) The Contractor shall have provisions for after-hours and weekend vehicle pickup and return such as key drop boxes.
    - 3) Occasionally, it may be necessary for contract users to depart prior to the rental location opening time. Provisions must be made for these early departures, such as pickup after 5:00 p.m. the day previous to rental or special arrangements made for pickup prior to 7:00 a.m. on the morning of rental.
    - 4) Additional charges for this service are indicated on the pricing pages.
    - 5) All vehicle delivery, vehicle pick up or other services as designated above shall be offered at no additional cost.
    - 6) Contractor shall have provisions for serving disabled travelers which are in compliance with the Americans with Disabilities Act (ADA), such as: wheelchair-accessible rental locations; wheelchair-accessible shuttles equipped with lift to take disabled travelers to pick up rental vehicles or rental vehicles brought to disabled travelers and hand controls installed on rental vehicles for reservations made 72 hours in advance. There will be no additional charge allowed for any special request outlined in this section.
  - D. Renter Office or Home:
    - 1) The Contractor may provide vehicle delivery/pickup service to and from the renter's office or home for up to 30 miles one way.
    - 2) The delivery will allow the renter to complete any necessary paperwork at the point of delivery (office or home) and depart from that location.
    - 3) The pickup will allow the renter to complete any necessary paperwork at the point of pickup (office or home) and return possession of the vehicle to the contractor at that location.
    - 4) All vehicle delivery, vehicle pickup or other services as designated above shall be offered at no additional cost.
- 4. Vehicles:
  - A. All vehicles will be properly licensed, clean (inside and out) and maintained and meet state and local safety standards, in a safe operating condition.
  - B. Be no more than two years old, and have no more than 35,000 miles on the odometer.

- C. Will contain a full tank of gas at the time of pickup.
  - D. Renter is expected to return the vehicle with a full ("F") tank of gas or renter will pay for refueling by the Company, unless refueling was arranged at time of pickup.
  - E. The Offeror shall be responsible for all rental vehicle service requirements and manufacturer warranties.
5. Vehicle Equipment:
- A. Vehicles shall have the following equipment, if available from the manufacturer, on the model offered under each vehicle category:
    - 1) driver's side airbag
    - 2) automatic transmission
    - 3) AM/FM radio
    - 4) air conditioning
    - 5) power steering/brakes
    - 6) all season radial tires
6. Specially-Equipped Vehicles (optional):
- A. Comply with the Americans with Disabilities Act, or the specific requirements of the traveler. Selected Firms may also be required to provide: mobility-impaired features and controls or other requirements.
  - B. If the Offeror provides, the renter will give 72 hours notice when specially-equipped vehicles are required.
7. Alternate-Fuel Vehicles (optional):
- A. It is the intention of CES to offer to its Members clean energy vehicles when available by the Offeror. Examples of such vehicles include hybrid-electric vehicles, ethanol flexible-fuel vehicles, and compressed natural gas vehicles. If an Offeror offers these types of vehicles, it should be noted on the pricing pages.
8. Mileage:
- A. Contractors are required to provide rental pricing which includes unlimited mileage for vehicles used within New Mexico and the United States.
9. Emergency Services:
- A. Provide a 24-hour, 7 day a week emergency roadside service hotline available anywhere in the United States at no cost.
  - B. With the capability to immediately dispatch a service vehicle and or a replacement vehicle to put the vehicle renter back in service.
  - C. Shall deliver the replacement vehicle to a location determined by traveler.
  - D. Shall be responsible for all repairs and towing of vehicle.
  - E. If the vehicle becomes substantially impaired or unsafe to operate due to an accident or physical damage while in the possession of renter, contractor shall deliver a replacement vehicle to a location determined by the renter at no extra charge.
10. Financial:
- A. Insurance
    - 1) Provide at no additional cost to CES or its Members, Loss Damage Waiver (LDW) and Collision Damage Waiver (CDW), with a deductible of no more than \$250.00. CES and its Members Employees or otherwise designated persons traveling on CES or Members business should automatically be covered for both LDW and CDW.
      - a. LDW is defined as an option offered by the Selected Firm(s) in which the Selected Firm(s) offers to waive the CES or Members responsibility to pay for loss of and/or damage to the Selected Firm(s) vehicle, including the loss

of use and any related costs and expenses, resulting from accidental fire or acts of nature. This may be subject to specific predefined exclusions.

- b. CDW is defined as an option offered by the Selected Firm(s) in which the Selected Firm(s) offers to waive the CES or Members liability in the event of collision damage to the Selected Firm(s) vehicle, regardless of whether the CES Member or a third party is at fault.

B. Payments

- 1) Provide for credit card payment by renter.
- 2) Provide for direct and monthly billing to CES or Member.
  - a. Invoices shall contain, at a minimum, the following transaction information:
    - i). Contract and/or purchase order number
    - ii). License Plate Number
    - iii). Delivery Date and Time
    - iv). Odometer at time of Delivery
    - v). Return Date and Time
    - vi). Odometer at time of Return
    - vii). Reservation Number
    - viii). Driver's Name
    - ix). Renting City
    - x). Return City

11. Reporting Requirements:

- A. Contractor shall furnish to CES and its Members a quarterly report of goods and services provided. Reports shall provide, at a minimum, information in the following specific categories:
  - 1) Vehicle Type
  - 2) Quantity Rented
  - 3) Number of Days Rented
  - 4) City of Rental
  - 5) Unit Price
  - 6) Total Dollar Amount
  - 7) Expenditures by Location
  - 8) One-way Rentals
  - 9) Booking Source
  - 10) Method of Payment
- B. Reports will be due by the 15<sup>th</sup> of the month following the end of each calendar quarter. Report will need to be submitted electronically in Microsoft Excel for Office 2000 or higher and Adobe PDF format.

**Categorical Required Responses**

- 1. Through written documentation, the Offeror must clearly identify the vehicles they are proposing under this RFP. This will include information relating to the areas noted in Categorical Specifications. (Place behind Tab 8.)
- 2. Through written documentation, the Offeror must demonstrate its ability to provide the rental services requested herein. Offeror must demonstrate its experience and past record in fulfilling renter's needs; and demonstrate it possesses the human, financial and physical resources to perform those services that may be required before, during and after the rental

- of a vehicle. Documentation may include, but is not limited to: information relating to number of locations in and outside of the State of New Mexico, size of facilities and the human resources available at each; resumes and experience of personnel; letters of reference from satisfied customers; listing of training and services that have been and will be made available; where and by whom these services will be provided. Offeror will include manufacturer's authorization, certification, letters of commendations and awards received. (Place behind Tab 5.)
3. Provide a narrative of your company's policies, procedures and strategies to ensure quality and timely rental services to your customers. Do you offer road, onsite or only shop services? Include how your firm responds to concerns before, during and after the rental. Indicate what follow-up, review and oversight process you have in place. What activities and/or programs have you put in place to assist customers in managing their rental needs? (Place behind Tab 5.)
  4. Provide a narrative describing and indicating the resources, methods and types of inventories that your firm has available and/or has on hand to supply the CES Members with rental vehicles you have proposed under this category. (Place behind Tab 5.)
  5. Provide detailed information about your online reservation system to include how a Member will access the system, make and confirm reservations, reports available to Members, access customer service, hours of operation, 24-hour roadside assistance, etc. (Place behind Tab 5.)
  6. Provide sample of usage reports that are available. (Place behind Tab 5.)
  7. Provide a narrative on how the Offeror will provide services for disabled renters and passengers in compliance with and Americans with Disabilities Act. (Place behind Tab 5.)
  8. Describe how CES and its Members will be charged for vehicle rentals, including all applicable charges. (Place behind Tab 5.)

## **Categorical Price and Cost Submittal**

1. Prices for daily, weekly and monthly rates submitted, can be based upon a fixed discount off a published list price or a fixed price for vehicles in the following categories:
  - A. Economy Sedan
  - B. Economy
  - C. Compact
  - D. Mid-Size/Intermediate
  - E. Full-Size
  - F. Premium
  - G. Sport Utility Vehicle
  - H. Large Sport Utility Vehicle
  - I. Minivan
  - J. Standard Pickup Truck
  - K. Large Pickup Truck
  - L. Cargo Van
2. If a fixed price list is not available, an established method for setting a fixed price must be submitted so that the CES discount can be applied. Prices will need to be submitted in paper and electronic format. Electronic format must be accessible by Microsoft Excel or Access or another self-contained method that does not require CES to possess a special software application and must be pre-approved by CES.
3. Price sheets, catalogs and/or other pricing forms must clearly identify and describe the vehicles for rental. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc. The Offeror will need to provide any price sheet in electronic format that will need to be approved by CES. All catalogs, specifications, ordering forms, etc., will need to be provided in an electronic format of MS Word, MS Excel or Adobe PDF Format on a CD-R, CD-RW, DVD-R or DVD-RW.

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

**A. CONTRACT FORM**

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

**B. PROPOSAL SUBMISSION**

Sealed proposals will be received until 1:30 p.m. local time, on Friday, March 7, 2008, either hand delivered to the agency office, 4216 Balloon Park Road NE, or mailed; documentation will be included and submitted in a binder unless the Colorado option is accepted and then one (1) additional original proposal must be included for each state selected.

**C. PROPOSAL REVIEW**

Commencing on Monday, March 10, 2008, proposals will be reviewed by the Executive Director and a committee designated by the CES Board of Directors. Notification to all respondents will be made by Friday, April 4, 2008.

**D. EVALUATION FACTORS**

To qualify for evaluation, a proposal must be responsive, must have been submitted on time, and materially satisfy all mandatory requirements identified throughout the RFP. To be considered responsive, a proposal must reasonably and substantially conform to all of the specified requirements in the RFP in the judgment of the evaluation committee. Any deviation from requirements indicated herein must be stated on an attached sheet(s). Otherwise, it will be considered that proposals are in strict compliance with all requirements, and any successful Offeror will be held responsible therefore. Deviations or exceptions stipulated in Offeror responses, while possibly necessary in the view of a particular Offeror, can result in a penalty assessment being assigned during the evaluation process. Language to the effect that the Offeror does not consider this proposal to be part of a contractual obligation will result in that Offeror's proposal being disqualified. Due to the unpredictable nature of what any particular Offeror may wish to stipulate with regard to exceptions, exclusions or limitations of liabilities, Offerors are forewarned that CES reserves the right to assign any penalties it considers warranted. Terms of the RFP that any Offeror considers particularly unwarranted, and to which that Offeror would have to take significant exception in its response, should be stated in the proposal clearly and concisely as exceptions and/or deviations.

**Part 1: Offeror Qualifications – 300 Total Points (a-j pages 9-11)**

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

- 10 points    Verification of insurance
- 30 points    Your ability, willingness and proposed strategies to sell to CES and/or Member agencies and current status with other cooperative contracts in New Mexico
- 20 points    Key sales people who will be assigned this contract and resources available to the operation of the contract
- 90 points    Reasons/justification of why your products and services are worth the prices or fees you are proposing and added value available to CES Members

Part 2: Responses to specific requests in each category (placed after Tab 5) - 450 Total Points

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

Part 3: Cost

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

E. NEGOTIATIONS

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

F. COST CONSIDERATIONS

The negotiated contract between CES and the contractor will be for a firm, fixed discount off current price with indefinite quantity. CES will not be liable for any cost in proposal application or for the interview session.

G. IMPORTANT NOTICE TO OFFERORS

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

Finally, Offerors should keep in mind that CES desires to provide for small, rural Members the same prices that larger Members pay. Therefore, offers that require minimum purchases or

minimum dollar amounts on a purchase order may be either rejected or have very little business if accepted.

**SECTION IV: PROPOSAL FORMS**

Form A      **Offerors Declaration Form**

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

**Category 1    Cars, Trucks and Vans (New)**

**Category 2    Vehicle Rental (cars, trucks and vans)**

**Offeror must indicate the regions in New Mexico it will provide services to by placing an “X” beside the area for each Category submitted. Failure to indicate the areas will be cause to consider your bid non-responsive.**

New Mexico is a large state geographically. For this solicitation CES is dividing the state into seven (7) service regions. Offeror will be required to indicate in its response 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 City, Truth or Consequences and Tularosa school districts.
  
- Region Seven (7)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum school districts.

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

**PROJECT: As Defined in RFP 2008-010B**



**OFFER TO BE COMPLETED BY CONTRACTOR**

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

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_ Zip \_\_\_\_\_ Printed Name \_\_\_\_\_

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

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

The parties intend this contract to constitute the final and complete agreement between agency and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, will bind any of the parties hereto. No change or modification of this contract will be valid unless it is in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract will not be affected thereby. The term of the agreement will commence on award and continue until April 4, 2009, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods, ending April 4, 2012.

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

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

AGENCY  
SEAL  
or  
STAMP

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



**INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**Bid Submission Form:** ( ) **Category 1: Cars, Trucks and Vans (New)**

( ) **Category 2: Vehicle Rental (cars, trucks and vans)**

**Check the Category that applies.**

Use this form for cost information not requested on **Form D-1 to D-2**, or duplicate it, to price all equipment, services, supplies, and other commodities you wish to place on contract. If you have a printed price list or catalog, you can attach it in an appendix.

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**2008-010 B Form D-1 INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**RFP Submission Form: Category 1 -Car, Trucks and Vans (New)**

**Instruction to Bidders:**

The RFP specification identified in Section II: The Scope of Work and Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each bidder is encouraged to offer their lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

Duplicate the individual forms to submit your bid. If additional clarification, price sheet(s) and/or catalog(s) pertaining to the bid being submitted are needed, include them behind Tab 6. Clearly indicate and identify the items involved and what you wish to communicate within your response.

Description of Cost Factors	Cost Eval Points	Unit of Measure	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7
<b>Fixed Discount off of MSRP or fixed fee over wholesale price</b>									
Small Sedans and Station Wagons		% or fee							
Midsize Sedans and Stations Wagons		% or fee							
Large Sedans and Stations Wagons		% or fee							
Minivans		% or fee							
Sport-Utility Vehicles		% or fee							
Pickup Trucks Small GVRW of 6000 lbs or less		% or fee							
Pickup Trucks Large GVRW of 6000 to 8500 lbs		% or fee							
Full -Size Van, GVRW of 8500 lbs or less, including cargo van		% or fee							
Alternative -Fuel Vehicles		% or fee							
Hybrid-Electric		% or fee							
Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans)		% or fee							
Total	110								
<b>From another dealer inventory with no additional delivery charges, fixed discount off of MSRP or fixed fee over wholesale</b>									

price									
Small Sedans and Station Wagons		% or fee							
Midsize Sedans and Stations Wagons		% or fee							
Large Sedans and Stations Wagons		% or fee							
Minivans		% or fee							
Sport-Utility Vehicles		% or fee							
Pickup Trucks Small GVRW of 6000 lbs or less		% or fee							
Pickup Trucks Large GVRW of 6000 to 8500 lbs		% or fee							
Full -Size Van, GVRW of 8500 lbs or less, including cargo van		% or fee							
Alternative -Fuel Vehicles		% or fee							
Hybrid-Electric		% or fee							
Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans)		% or fee							
<b>Total</b>	100								
Replacement parts, Discount off list price	10	%							
Mechanic and safety training	10	hour rate							
Service Rate	10	hour rate							
Extended Warranty	10	rate/period of time							
<b>Other (not included in cost evaluation)</b>									
Vehicle Delivery									
<b>Proposer Defined Charges</b>									

**2008-010B Form D-2 INDEFINITE QUANTITY UNIT PRICE SCHEDULE**

**RFP Submission Form: Category 2 -Vehicle Rental**

**Instruction to Bidders:**

The RFP specification identified in Section II: The Scope of Work and Specifications refers to the type and quality of products and services being bid. In the form below, enter your bid prices for those items indicated, the prices and/or discounts offered for providing all equipment, goods, services, supplies and related items. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those goods and services requested. Each bidder is encouraged to offer their lowest and best prices for the complete product line(s) offered. When providing price lists and/or catalogs, state a list/retail/regular price, CES discount and the CES price.

Duplicate the individual forms to submit your bid. If additional clarification, price sheet(s) and/or catalog(s) pertaining to the bid being submitted are needed, include them behind Tab 6. Clearly indicate and identify the items involved and what you wish to communicate within your response.

Description of Cost Factors	Cost Eval Points	Unit of Measure	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7
Economy Car	10								
Daily		cost/day							
Weekly		cost/week							
Monthly		cost/month							
Compact Car	20								
Daily		cost/day							
Weekly		cost/week							
Monthly		cost/month							
Mid Size or Intermediate	20								
Daily		cost/day							
Weekly		cost/week							
Monthly		cost/month							
Full Size Car	30								
Daily		cost/day							
Weekly		cost/week							
Monthly		cost/month							
Premium Car	20								
Daily		cost/day							
Weekly		cost/week							
Monthly		cost/month							
Cargo Van	20								
Daily		cost/day							
Weekly		cost/week							
Monthly		cost/month							

Mini Van	20								
Daily		cost/day							
Weekly		cost/week							
Monthly		cost/month							
Sport SUV	20								
Daily		cost/day							
Weekly		cost/week							
Monthly		cost/month							
Large SUV	30								
Daily		cost/day							
Weekly		cost/week							
Monthly		cost/month							
Standard Pickup Truck	10								
Daily		cost/day							
Weekly		cost/week							
Monthly		cost/month							
Large Pickup Truck	10								
Daily		cost/day							
Weekly		cost/week							
Monthly		cost/month							
Cargo Van	10								
Daily		cost/day							
Weekly		cost/week							
Monthly		cost/month							
Discounts provided off price sheets for vehicle rental - average discount offered	30	Percent							
Other discounts offered									

# Acceptance of Terms and Conditions

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

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

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

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

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

*1 2 3*

*except as listed below.*

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

Form F **SUPPORT AND MAINTENANCE PLANS**

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

- o Toll Free Number \_\_\_\_\_  
Contact Person \_\_\_\_\_
- o Collect Calls Accepted at this Number \_\_\_\_\_  
Contact Person \_\_\_\_\_
- o Service and Maintenance Number \_\_\_\_\_  
Contact Person \_\_\_\_\_
- o Technical Help Phone Line \_\_\_\_\_  
Contact Person \_\_\_\_\_

Describe your maintenance facilities: location, name and phone number of contact person, number of technicians, value of parts inventory normally on hand.

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

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

**OFFEROR'S SUPPORT FOR CES PRICES**

Cooperative Educational Services (CES) is a school service agency established as a JPA. All school service agencies in New Mexico are supported by user's fees rather than by appropriated funds. The procurement activities of CES, therefore, are funded through a small administration fee paid by the school district or local procurement unit using one or more of our contracts. There is no cost or fee paid by the contractor to CES.

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

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

The contractor provides a quote to the Member, and the quote includes the CES one percent (1%) administration fee. If the quote is acceptable, the Member issues CES a purchase order for the quoted amount. CES verifies the quote with the solicitation response and issues a purchase order to the contractor for one percent (1%) less than the contractor's quote to the Member. The contractor provides the items or services and invoices CES for the amount of CES' purchase order to the contractor. CES invoices the Member. The Member pays CES. After receipt of the Member payment, CES pays the contractor for items and services delivered and accepted by the Member, not to exceed the purchase order amount.

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

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

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

Prices will be **no different** from what we ordinarily offer to individual public educational institutions. (If this is checked, bid Offeror's response will be considered **Non-Responsive**)

- |                    |   |  |
|--------------------|---|--|
| Prices are (check) | <input type="checkbox"/> two percent (2%)   | Lower than our best price to individual Members. |
|                    | <input type="checkbox"/> three percent (3%) | Lower than our best price to individual Members. |
|                    | <input type="checkbox"/> four percent (4%)  | Lower than our best price to individual Members. |
|                    | <input type="checkbox"/> five percent (5%)  | Lower than our best price to individual Members. |
|                    | <input type="checkbox"/> ten percent (10%)  | Lower than our best price to individual Members. |
|                    | <input type="checkbox"/> other              | Lower than our best price to individual Members. |

\_\_\_\_\_  
Signature (must match signature on cover sheet)

\_\_\_\_\_  
Title

Form H **QUESTIONNAIRE FOR OFFEROR**

**Company Name:** \_\_\_\_\_

*Circle Answers Where Appropriate*

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

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

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

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

YES NO

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

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

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

6. Where should CES mail purchase orders?

Contractor Name \_\_\_\_\_

Attention Line \_\_\_\_\_

UPS Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone (to verify prices) \_\_\_\_\_ Fax \_\_\_\_\_

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

*\*not including manufacturer's GSA contracts.*

**QUESTIONNAIRE FOR OFFEROR**

7. Where do you want payments sent?

Contractor Name \_\_\_\_\_

Attention Line \_\_\_\_\_

UPS Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (invoice questions) \_\_\_\_\_ Fax \_\_\_\_\_

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

8. Additional contacts for CES

New Mexico Representative \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Contact for RFP/Contract \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

9. Sales Support by Region

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

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

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

Form I      **MANUFACTURER'S REPRESENTATIVE FORM**

**Offeror has attached a letter (or agreements) from the manufacturer that certifies the following: (check each)**

\_\_\_\_\_ Offeror is a bona fide dealer for the equipment in the proposal.

\_\_\_\_\_ Offeror is authorized to submit a proposal for the equipment.

\_\_\_\_\_ The manufacturer will either assume or assign to another dealer the obligations in this proposal should the Offeror fail to complete the contract.

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

\_\_\_\_\_  
Date

*If the Offeror is the manufacturer, please sign below.*

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

\_\_\_\_\_  
Date

**REFERENCES:** List five (5) public educational institution's references, including contact person(s) and phone numbers. (Please print or type)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETION OF PRICE PAGES**

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

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

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

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

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

*State and Local Government Purchasing*, Third Edition, page 13

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

*Ibid.*, page 76

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

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

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

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

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

**SUBMISSION CHECK-OFF FORM**

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

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

- |       |     |  |
|-------|-----|--|
| _____ | 1.  | <b>Form A</b> – Offerors Declaration Form (page 57) ( <b>PLACE BEHIND TAB 1</b> )  |
| _____ | 2.  | <b>Form B</b> – The signed Offer and Contract Award (page 59) ( <b>PLACE BEHIND TAB 1</b> )  |
| _____ | 3.  | <b>Form C</b> – The signed Affidavit (page 60) ( <b>PLACE BEHIND TAB 1</b> )   |
| _____ | 4.  | <b>Form D</b> – Price List of the equipment/services offered (page 61) ( <b>PLACE BEHIND TAB 6</b> )   |
| _____ | 5a. | <b>Form E</b> – A list of any exemptions or modifications of <u>General</u> Terms and Conditions (page 64) ( <b>PLACE BEHIND TAB 3</b> )   |
| _____ | 5b. | <b>Form E</b> – A list of any exemptions or modifications of <u>Categorical</u> Terms and Conditions (page depends on category) ( <b>PLACE BEHIND TAB 5</b> )  |
| _____ | 6.  | <b>Form F</b> – Support and Maintenance Plans (page 65) ( <b>PLACE BEHIND TAB 7</b> )  |
| _____ | 7.  | <b>Form G</b> – Offeror’s Support for CES Prices (page 66) ( <b>PLACE BEHIND TAB 7</b> )   |
| _____ | 8.  | <b>Form H</b> – Questionnaire for Offeror (pages 67-68 ( <b>PLACE BEHIND TAB 7</b> )   |
| _____ | 9.  | <b>Form I</b> – Manufacturer’s Representative Form (page 69) ( <b>PLACE BEHIND TAB 7</b> )   |
| _____ | 10. | A point-by-point response for the 10 items (a-j) under Contractor Qualifications (pages 9-11) ( <b>PLACE BEHIND TAB 4</b> )  |
| _____ | 11. | A point-by-point response to each requested item to which the contractor is responding under Section II-Scope of Work, D. Specifications (page 31) (categorical responses) ( <b>PLACE BEHIND TAB 5</b> ) |
| _____ | 12. | Letters of financial stability and credit limit ( <b>PLACE BEHIND TAB 4</b> ) (requested in No. 10 above)  |
| _____ | 13. | All miscellaneous forms that apply ( <b>PLACE BEHIND TAB 8</b> ) (requested in No. 10 above)   |
| _____ | 14. | Copies of all licenses ( <b>PLACE BEHIND TAB 4</b> ) (requested in No. 10 above)   |
| _____ | 15. | Appendix with catalogs, slicks, model information, etc. ( <b>PLACE BEHIND TAB 10</b> )   |
| _____ | 16. | <b>Form L</b> – Submission Check-Off Form (page 72) ( <b>PLACE BEHIND TAB 9</b> )  |
| _____ | 17. | <b>Electronic Copy with proposal submission.</b>   |

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 Signature