

**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 Date** **March 23, 2008**

RFP Number: RFP 2008-012

Issue Date: March 23, 2008

**Non-Required Pre-Proposal Conference Date** **Friday, April 16, 2008**

Day / Date: Wednesday, April 16, 2008

Time: 9:30 a.m. local time

Location/Mail Address: Cooperative Educational Services  
4216 Balloon Park Road  
Albuquerque, New Mexico

Commodity Titles:

- |     |             |  |
|-----|-------------|--|
| 953 | Category 1: | Supplemental Employee Benefit Products and Services Relating to Section 123, 403(b), 401(b), 457(b), 3121, Life, Auto, Home Owners and Other Related Insurances.   |
| 953 | Category 2: | Qualified Provider of Professional Consulting Services Relating to Employee Retirement Benefit Programs and Employer's Verification, Audit and Compliance with Federal, State and Retirement Plan Rules, Regulations and Requirements. |

**RFP Due Date** **May 9, 2008**

Day / Date: May 9, 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>th</sup> of a mile west. Turn left on Balloon Park Road NE. The CES offices will be the third building on the left. The office manager will receive proposals.

## **RFP Contents Overview**

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

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

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

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

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

Section IV incorporates the forms used in the proposal response.

## Legal Advertisement

### ADVERTISEMENT FOR PROPOSAL

Cooperative Educational Services (CES), 4216 Balloon Park Road NE, Albuquerque, NM 87109, will receive sealed proposals until 1:30 p.m. local time, May 9, 2008, for Category 1: Supplemental Employee Benefit Products and Services Relating to Section 123, 403(b), 401(b), 457(b), 3121, Life, Auto, Home Owners and Other Related Insurances; Category 2: Qualified Provider of Professional Consulting Services Relating to Employee Retirement Benefit Programs and Employer's Verification, Audit and Compliance with Federal, State and Retirement Plan Rules, Regulations and Requirements.

There will be a Non-Required Pre-Proposal Conference held on Wednesday, April 16, 2008 at 9:30 am local time in the Cooperative Educational Services offices, 4216 Balloon Park Road NE, Albuquerque, NM.

All proposals must be submitted in a sealed envelope marked "SEALED PROPOSALS - RFP 2008-012" on the front of the envelope. A list of qualifications and specifications, instructions to bidders and bid forms can be obtained upon request by fax (505.344.9343), mail, e-mail ([bids@nmedu.org](mailto: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 proposals.

/s/Max Luft,  
Executive Director

PUBLISH: Sunday, March 24, 2008  
Sunday, March 31, 2008

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

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

**Table of Contents**

<u>I. INSTRUCTIONS TO OFFERORS</u>	<u>Page</u>
A. Introduction.....	6
B. Examination of Documents.....	6
C. Non-Required Pre-Proposal Conference.....	6
D. Questions.....	6
E. Vendor Conference .....	6
F. Proposal Submission	
1. Preparation of the Proposal.....	6
2. Format of the Proposal.....	7
3. Contents of the Proposal .....	7
4. Vendor Qualifications.....	9
G. Listing of General Terms and Conditions.....	14
<u>II. SCOPE OF WORK AND SPECIFICATIONS</u>	
A. Scope of Work .....	28
B. Duties of the Contractor.....	28
C. Duties of CES .....	28
D. Specifications .....	28
E. Listing of Category .....	29
Category 1: Qualified Provider of Supplemental Employee Benefit Products and Services	
Area 1 – Section 125 .....	34
Area 2 – Retirement and Alternative Deferred Income Plans.....	37
Area 3 – Other Voluntary Benefits.....	40
Area 4 – Related Services .....	42
Category 2: Qualified Provider of Professional Consulting Services Relating to Employee Retirement Benefit Programs and Employer’s Verification, Audit and Compliance.....	47
Area 1 - Retirement Plan Administration and Record-Keeping Services .....	52
Area 2 - Retirement Plan Third-Party Administrator and Compliance Audit Services.....	59

III. CONDITIONS LEADING TO AND INCLUDING CONTRACT AWARD

A. Contract Form ..... 64  
B. Proposal Submission ..... 64  
C. Proposal Review ..... 64  
D. Evaluation Factors ..... 64  
    Category 1: ..... 65  
    Category 2: ..... 66  
E. Negotiations ..... 66  
F. Cost Consideration ..... 66  
G. Important Notice to Offerors ..... 67

IV. PROPOSAL FORMS

A. Offer, Acceptance of Offer and Contract Award ..... 68  
B. Affidavit ..... 69  
C. Price List ..... 70  
D. Acceptance of Terms and Conditions ..... 71  
E. Offeror’s Support for CES Prices ..... 72  
F. Instructions for Completion of Price Pages ..... 73  
G. Submission Check-Off Form ..... 74

## **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), together with the New Mexico Coalition of School Administrators (NMCSA) invite experienced vendors to submit proposals in accordance with the outlines and specifications contained herein. Proposals are requested from qualified respondents to provide products and services for one or more CES members. Selection for award will go to the responsive Offeror whose proposal is most advantageous to CES and NMCSA. The method by which the Offeror will be selected is detailed further in the evaluation section.

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

Offerors shall carefully examine the REQUEST FOR PROPOSALS, which includes Instructions to Offerors, Scope of Work and Specifications, Conditions Leading to and Including Contract Award and Proposal Forms.

### **C. NON-REQUIRED PRE-PROPOSAL CONFERENCE**

Due to the nature and complexity of this Request for Proposal and in an attempt to allow prospective bidders to have an opportunity to review, discuss and make suggestions to Cooperative Educational Services' (CES's) procurement office relating to its solicitation requests, CES has scheduled this pre-proposal conference on Wednesday April 16, 2008 at 9:30 am in the CES offices at 4216 Balloon Park Road NE, Albuquerque, NM. Prospective bidders are encouraged to attend to develop a clear understanding of the solicitation and to address any questions, concerns and/or issues they may have.

### **D. QUESTIONS**

Submit all questions about the REQUEST FOR PROPOSALS (RFP) in writing to Cooperative Educational Services, Max Luft, Executive Director. Replies will be made via the web site ([www.nmedu.org](http://www.nmedu.org)) as addenda and will become part of the proposal documents. Those not having access to the Internet can call CES either to determine if addenda have been issued or to request of CES by phone or fax that copies of the addenda be mailed. Questions received less than seven (7) days prior to proposal due date will not be answered.

### **E. VENDOR CONFERENCE**

CES will hold a non-mandatory vendor conference on Wednesday, April 16, 2008 at 9:30 a.m. in the CES offices (**ATTENDANCE IS STRONGLY SUGGESTED BUT IS NOT REQUIRED**) for those vendors having questions and/or vendors needing assistance in understanding the CES procurement process.

### **F. 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. Proposals will be submitted in both paper format and an electronic copy (duplicate) of the proposal on CD-Rom in PDF file format.
- c. The Offer, Acceptance of Offer and Contract Award document must be submitted with original ink signature by the person authorized to sign the Offer. If a company

- or corporation submits the proposal, an official or duly authorized agent must sign the proposal. Powers of Attorney, which authorize agents or others to sign the proposal, must be properly certified by resolution of the Board of Directors, attested to by the secretary of the corporation, and attached to the proposal. Mistakes can be corrected prior to opening, but must be initialed by the person signing the proposal. Corrections and/or modifications received after the opening time will not be accepted.
- c. In case of an error in extension of prices in the offer, unit prices 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 an Offeror 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 paper copy and (1) electronic copy of the proposal must be submitted on the forms and in the format contained in the RFP. The proposal must contain all descriptive literature, specifications, samples, etc., and be submitted in a three-ring binder.
- b. Use the format and forms as requested in the RFP. Offeror 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 may be filled in by hand, but should be printed.**
- c. In preparing a proposal, an Offeror should present a point-by-point detailed response to each relevant term, special consideration or specification when required. 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 (exact duplicate) of their proposal/responses on a CD-R or CD-RW in either or combination of the following file formats: Adobe PDF (pdf), Rich Text Format (rtf), and Microsoft Word (doc) or Microsoft Excel (exe).

## 3. Contents of the Proposal

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

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

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

- Tab 1: The Offer
  - Offeror's Declaration Form (page 68)
  - Signed Offer (page 68)
  - The RFP Affidavit page, notarized signature required (page 69)
  - Addendums if issued
- Tab 2: Introduction
  - Executive Summary (a one-page description or overview of what you are proposing to offer and provide under this Request for Proposal)
- Tab 3: General Terms and Conditions
  - Terms and Conditions (copy of each page in order)
  - Acceptance of General Terms and Conditions, first line must be signed (page 71)
  - Documentation relating to any exceptions and/or deviations
- Tab 4: Vendor Qualifications
  - Answers to Questions a-1 (pages 9-14)
- Tab 5: Category
  - Acceptance of Categorical Terms and Conditions (second line of page 71)
  - Include a copy of the Categorical Terms and Conditions page
  - Required Categorical Response (written response to every part)
- Tab 6: Cost Quotation
  - Prices for category
  - Additional price information, price sheets from RFP
- Tab 7: Required Forms
  - Offeror's Support for CES Prices (page 72)
- Tab 8: Additional Information
  - Additional information that you wish to include
  - Additional support documentation as requested in this RFP
- Tab 9: Submission Check-Off Form
  - Make certain everything is included, and then sign Form (page 74)
- 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, May 9, 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. Vendor Qualifications

All proposals must contain answers, responses and related documentation to address items a through l listed below. Any Offeror(s) failing to answer these questions completely and/or provide the documentation requested may be considered non-responsive. Please arrange your responses by placing them after Tab 4. One essential part of the evaluation process is for the evaluator(s) to have some information about the company being evaluated. For the evaluator(s) to know if the proposal being read is within the capability and capacity 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 evaluator(s) or, if awarded, member staff.

Provide documentation and information as requested relating to the history of your company that includes its’ philosophy of doing business, its’ background, expertise, experience, past performance and ability to provide the products and services proposed herein. 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 either this business or a closely related business, provide written documentation and 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.

- a. Write a brief narrative providing a general overview of your company’s history indicating how and for what purpose it was originally created and how it has arrived where it is today.
- b. Organization
  - 1) How many years has your organization been in business as a provider of the products and services your proposing to offer under this solicitation?
  - 2) How many years has your organization been in business under its’ present business name?
  - 3) Under what other or former names has your organization operated?
  - 4) If your organization is a corporation, answer the following:
    - a) Date of incorporation
    - b) State of incorporation
    - c) President’s name
    - d) Vice-President’s name(s)
    - e) Secretary’s name
    - f) Treasurer’s name
  - 5) If your organization is a partnership, answer the following:
    - a) Date of organization

- b) Type of partnership (if applicable)
- c) Name(s) of general partner(s)
- 6) If your organization is individually owned, answer the following:
  - a) Date of organization
  - b) Name of owner
- 7) If the form of your organization is other than those listed above, describe it and the name of the principals.
- 8) Where is the headquarters of the company physically located? Provide address, city, state and zip code. Provide same information on any branch offices in New Mexico. How long has your company resided at these locations? For what period of time and in what parts of New Mexico has your organization provided the services/products requested in this solicitation?
- 9) For the key individuals who will be marketing, consulting, estimating, coordinating, supervising and managing before, during and after your firm has been engaged by a CES member to provide the products and services offered in response to this solicitation, in your response, provide a listing of and the qualifications of these key individuals. Provide the name, title, qualifications and experience in the area(s) of services that they will be providing.
- 10) Has your organization or any of the qualifying parties named above ever conducted business, past or present, as a provider under a different business name? If yes, what name(s)
- 11) Describe your organization's current in-house workforce, equipment and facilities available to perform under this solicitation.
- c. Licensing
  - 1) What year was your organization first licensed as a provider of insurance, retirement programs and other financial services in the State of New Mexico?
  - 2) List jurisdictions and categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
  - 3) List jurisdictions in which your organization's partnership or trade name is filed.
  - 4) Provide copies of all current applicable licenses, certifications and/or endorsement information. If you are an in-state business and are registered with the New Mexico State Procurement Office, please provide a copy of the certificate.
- d. Subcontractors/partners
  - 1) Describe the organizational structure and chain of command of the companies that will be performing under this RFP, including any relationships with a parent company.
  - 2) List the products and services offered by each of the companies to the general public (that is, retirement plans, disability, life, financial and audit services).
  - 3) For any companies listed in your response, provide the most recent available ratings from each of these agencies: A.M. Best, Standard and Poor's, Duff and Phelps, and Moody's. Indicate if any of these companies have been upgraded or downgraded by any of these agencies in the last three years.
  - 4) For each of the companies listed, state the number of employees that are based in New Mexico. Indicate the number of independent representatives/contractors located in New Mexico. Indicate the percentage of these people that are in the field the majority of the time as sales or service representatives.
  - 5) Provide the name, title, qualifications and experience of the key people for each of the companies listed who will manage and/or supervise the individuals and the work to be performed under this RFP.

- 6) Verify that each of the companies performing under this RFP possesses bilingual customer service representatives who will be available during normal business hours for bilingual educational employees, that is, Spanish and Native American.
  - 7) Have any of the firms listed and/or their representatives been cited or threatened with a citation within the last five years by federal or state regulators for violation of state or federal laws and/or regulations? If answer is yes, explain fully.
- e. CES reserves the right to accept or reject newly formed companies/relationships solely based on information provided in this response and from its own investigation of the company(s). Since any contract awarded by CES is a recommendation to members to do business with the vendor, it is critical that CES be satisfied with the respondent's demonstrated ability and capacity to perform under this RFP, otherwise, it may be placing members at risk.
- f. In order to demonstrate past performance and experience in dealing with New Mexico employees and employers, provide documentation to demonstrate the following:
- 1) Indicate the number of educational institutions and public groups in New Mexico that are currently being served by the companies listed herein.
  - 2) Provide a complete list of similar projects with similar scope of works (involving more than fifty entities in the group) that your company had or has in progress, as of January 1, 2008, giving the name of the project, the coordinating entity, the number of entities with the number of employees participating and the type of products and services being provided. Please state the total worth of work in progress and under contract as of September 30, 2007.
  - 3) Name the largest and smallest public groups covered and the number of employees in each.
  - 4) Comment on characteristics of your organization(s) that are considered unique in the industry in providing the various types of products and services requested herein.
  - 5) What data format has your company used to transmit and exchange employee benefit information in the past? What capabilities and resources do you have for accepting data of payroll and withholding detail as of the start date of any contract awarded under this RFP?
  - 6) Describe the methods, procedures and communication resources that your company possesses for large groups of clients such as CES, its members and plan participants to inform them about changes in laws and regulations affecting operation of the product lines offered.
  - 7) In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality voluntary benefit programs for New Mexico educational institutions? If yes, fully describe these attributes and resources and how they are utilized to benefit the CES members and their employees.
  - 8) Provide five references of public institutions in the state of New Mexico in which your company has provided the types of products and services requested herein. List the institution's name, contact person, phone number and number of years' service with the institution.
  - 9) Does your company incorporate formal quality assurance and control processes and procedures in developing, implementing and managing the type of program/project being solicited herein? If yes, describe the processes with their expected results and the benefits received by the entities and their employees involved with such a program.

g. Insurance, Claims, Suits and Disputes

- 1) Provide with your response the necessary documentation and proof of insurance listing the minimum and maximum coverage for general and professional liability, errors and omissions insurance, workers compensation, the amount of vehicle liability, and property damage protection currently in force; details on bonding of the firm and the employees, including a copy of the policy declaration page and copies of all licenses for the top three agents/representatives. Upon award of a contract, and prior to the signing of a contract, the Offeror must provide a certificate of insurance that names CES as a certificate holder. Normally, this is a free service provided by an insurance company.
- 2) Provide written documentation and evidence relating to the bonding company that will be providing the bonding of firm and its employees during the contract term of a contract awarded under this solicitation. Please address the following in regards to your firm and all of the products to be utilized as part of this solicitation.
  - a) Name, address, phone number and agent's name.
  - b) Letter from the bonding company stating your firm is in good standing and a general overview of your firm's claim history with the company.
  - c) Has your company used this bonding company for more than two (2) years? If no, please provide the names, addresses, phone numbers, contact names and dates under agreement with any other bonding company used in the past five (5) years.
  - d) Are there any judgments, claims, arbitration proceedings, suits or disputes pending or outstanding against your company or its' officers in New Mexico or any other jurisdiction?
  - e) Has your company filed any lawsuits or requested arbitration with regard to similar programs as being proposed herein within the last five (5) years?
  - f) If the answer to items d) or e) above is yes, please provide complete details, including, but not limited to:
    - a) Name and location of group involved.
    - b) Name and location of coordinating entity.
    - c) Nature of and amount in dispute.
    - d) Forum in which dispute was presented, that is mediation; district court (state, file name, and number).
    - e) Manner in which dispute was resolved.
- 8) Within the last five (5) years, has your firm or associated firm(s) been a party in civil litigation or administrative proceedings which have alleged a violation of any of the following: law or regulation; law banning workplace discrimination; law governing labor or employment standards; conduct of occupations; law governing professions or regulated industries; or any other law which would reflect, if convicted, a lack of business integrity or honesty? If yes, give complete details.
- h) Within the last five (5) years, has your company had a tax lien filed against it by any taxing authority? If yes, provide the following: when, by what tax authority and has the lien been released? If no, describe action your company has taken with respect to the lien.
- i) Within the last five (5) years, has your company been debarred from bidding on or performing work for any public agency (federal, state or local public body) as a contractor or subcontractor? If yes, provide complete details, including actions your company has taken to prevent such debarment in the future.

h. Financial Resources and Banking Information

A major problem often facing companies awarded a CES contract is rapid growth, followed by cash flow difficulties. For purposes of determining a respondent's capacity and ability to perform financially, the Offeror is asked to provide a financial statement, preferably audited, including your company's latest balance sheet and income statement showing the following items:

- 1) Current assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses)
- 2) Net fixed assets
- 3) Other assets
- 4) Current liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes)
- 5) Other liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings)
- 6) Name and address of firm preparing attached financial statement, and date thereof
- 7) Is the attached financial statement for the identical company named on page one?
- 8) If not, explain the relationship and financial responsibility of the company whose financial statement is provided (e.g. parent-subsidiary).
- 9) Provide written evidence or other documentation relating to your banking and/or lending institution. Include the following:
  - a) Names, addresses, phone numbers and contact names
  - b) Letters from listed financial/lending institution that indicates the amount of time your company has had a relationship with them.
  - c) Your line of credit available to you and evidence of financial stability over the past five (5) years. This letter does not need to identify a dollar amount. Instead, a credit range should be indicated, that is, "credit in the low six figures" or "a credit line exceeding five figures".
- i. CES is the administrative agency of the Joint Powers Agreement to Establish an Educational Cooperative. Its members are public educational institutions in New Mexico. CES' sole purpose is to support these institutions in their day-to-day procurement. Describe in writing any conditions where you would not use the CES contract with a CES member. CES will not enter into a contract with a vendor who has an existing contract that would be more advantageous than a CES contract to sell/provide product/services to New Mexico agencies. Do you currently have and/or plan to have such national, state and/or cooperative contracts, for example, with the State Procurement Division? If so, why do you wish to secure a CES contract? How would the CES contract be more advantageous in pricing or other services over other cooperative contracts or individual responses to public educational institutions contracts?
- j. It has been CES' experience that a gap exists between the management (those who respond to RFPs) and sales staff (those who contact the individual CES members and their employees) that can result in problems. Will your sales staff sell a product or service to a CES member that is not authorized under this RFP? What training does your sales staff have that gives you confidence in their ability to serve the needs identified herein? What is included in the background checks of your employees/independent representatives? Indicate what drug screening you perform. Please include information relating to any misdemeanor, felony convictions or citations from regulatory agencies.
- k. This is a Request for Proposal and, therefore, CES is not required to base an award strictly on the lowest price. Any time one vendor charges more than another for

- providing and delivering a product or service, justification is needed. Every CES contract must be for the public good, not for the benefit of a vendor. However, CES is totally committed to two basics in the American way of business: profit and competition. Please provide, in writing, reasons why your proposed offerings in response to this RFP are worth the prices or fees you are proposing and the advantages to CES members and their employees. Is there “added value/benefit” received by the participant when utilizing the proposed program rather than acquiring from a competitor, or is your major benefit price alone?
1. In order to understand the environment in which sales representatives operate and what incentive there is to encourage them to interact, provide the level of service required to meet the needs of CES members and their employees. Explain what and how commissions have been paid in the past to agents/sales representatives for performing and providing each of the product line offered herein under similar conditions. Discuss the quality assurance process you use and describe incentive programs offered to your sales reps.

#### G. LISTING OF GENERAL TERMS AND CONDITIONS

**For the purposes of this REQUEST FOR PROPOSALS, the following terms and conditions 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 (100) delivered/installed, CES reserves the right to cancel the contract following the procedures described in this RFP (*caveat venditor*).

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

**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 may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the response to this RFP.

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

**Applicable Law** – This contract shall be governed by the laws of the State of New Mexico, both as to interpretation and performance. Suits pertaining to this contract may be brought only in courts in the State of New Mexico. Offerors doing business with CES must be in compliance with the Federal Civil Rights Acts of 1964 and Title VII of that Act, Rev. 1979. All work under this contract shall be done in strict accordance with the most recent edition of any regulations, standards, documents or codes 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 can 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 invoicing will be issued to the CES' member's business office in accordance with the terms, conditions and timelines established during final contract negotiations with CES. The contractor will be required to work with CES and its members to streamline and make the invoicing process efficient for all parties.

**Brand Names** – The use of the name of provider, brand name or product line does not restrict the offer. Brand names are used to indicate the character, quality, and/or performance equivalence of the products and services on which proposals are submitted. However, CES reserves the right to decide if alternatives to the identified providers and brands 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 can issue written notice to the contractor for acting or failing to act under the following conditions:

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

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

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 the signing of the 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, Offeror must be willing to provide, upon request, certification of insurance to any CES member using this contract. If the Offeror will use vehicles and workers at the member's location, evidence of workmen's compensation and auto liability insurance must be provided and other coverages as required herein.

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

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

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

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

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

**Contract** – Any agreement for the procurement of products and services as described herein.

**Contract Changes** – CES can make changes in 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 products and/or services as stipulated in this RFP document and the Offeror's response document.

**Contractor's Price List** – The contractor(s) 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) must be included 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 vendors can restrict sales to certain public units (for example, 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.

**Current Products** – All offers will be for products and services currently offered and marketed to the general public and educational/governmental agencies.

**Delivery** – Delivery is defined as providing the products and services covered by this RFP and the vendor's response in accordance with the terms, conditions and time lines proposed and accepted for each member's program. Contractor agrees to notify CES if a project cannot be processed and delivered within the established timelines. Member's acceptance of products and services delivered will occur only upon acknowledgement of the member of receipt.

**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/its members or are immediate relatives of an employee of CES/its members.

**Discontinued Products** – In the event that a product or service offered is discontinued by the provider, CES will allow the contractor to substitute a new product or provider if the pricing discount is equivalent to the discontinued product or service.

**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.

**Electronic Data** – The Offeror must be willing and able to interface with CES members in the importing and exporting of benefit data electronically using computer technology. Electronic data will be provided to the CES member upon request and in an appropriate format.

**Eligible Agencies** – Any CES member can use the services of Cooperative Educational Services, upon request. CES reserves the right to reject any purchase authorizations it receives from New Mexico educational institutions 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.

**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.

**Gratuity** – CES can, 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 for normal business meals, which are generally made available to all eligible school and government employees, is not prohibited by this paragraph. Samples of software, equipment or hardware provided to CES for demonstration, evaluation or loan purposes are not considered gratuities.

**Indemnification** – Contractor will indemnify, defend and save harmless CES from 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.

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

**Insurance** – Upon award of 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, its activities under this contract, whether those activities are performed by contractor, or by any subcontractor or by anyone directly or indirectly employed by any of the contractors, or by anyone for whose acts may be liable during the entire performance period of this contract. Prior to commencing services under this contract, the contractor must furnish CES certification from insurer(s) for minimal coverage, to be maintained in full effect during the term of this contract. The certificate will be issued by the contractor's insurance company and name CES as the certificate holder. In addition, Offeror must be willing to provide, upon request, certification of insurance to any CES member using this contact. If policy changes occur during the life of the contract, it is the contractor's responsibility to provide updated proof of coverage to the CES procurement office. Vendor will submit proof of coverage under the Workman's Compensation Insurance as required by the Labor Laws and New

Mexico Statutes. Vendor 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 vendor will name CES and the CES 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.

**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 vendor’s negligence bears to the entire negligence giving rise to the liability.

**Licenses** – The contractor will keep current all federal, state and local licenses, bonds and permits required for the performance of the contract.

**Local Education Agency** – The public school districts in the State of New Mexico.

**Local Public Body** – Every political subdivision of the State, agencies and institutions thereof.

**Member** – Any public educational institution in the State of New Mexico that has, by their board resolution, resolved to become a party of the Joint Powers Agreement to Establish an Educational Cooperative (CES) and has been approved for membership by CES’ Board of Directors and the New Mexico Department of Finance and Administration.

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

**Most Favored Customer** – Although CES expects contractors to offer its very best prices to CES members, nothing in this contract establishes 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; however, a response that quotes the best contractor price and a lower CES price is mutually beneficial. If contractor offers lower prices to any of its other customers, it 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' members. Hence, when an award to one supplier would be impractical or fail to meet the total requirements of comparison or evaluation, multiple awards may be made.

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

**Negotiations** – Where there is no competition that would result in a better contract, negotiation may be conducted until a detailed agreement is reached.

**New Mexico Public Education Department (NMPED)** – This agency was formerly called the New Mexico State Department of Education.

**New Mexico Public School Insurance Authority (NMPSIA)** – This agency obtains, coordinates and administers the basic health and general liability insurance for the public educational institutions in the State of New Mexico.

**New Products and Services** – New products announced by the provider can be added to the existing contract. Pricing will be equivalent to the percentage discount of other products and services. Dealers/agents can 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 can be added to avoid competitive procurement procedures. CES may reject any additions, without cause.

**No Replacement of Defective Tender** – Every tender of products and services 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 local educational agencies 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 within their response demonstrate they have extensive knowledge, background, resources and experience in providing and servicing of the various product lines and services offered herein and have at least three (3) years documented experience.

**Options** – New products and services can be added to the contract at the time they become available under the following conditions:

1. The option is priced at a discount similar to other options, or
2. The option is an enhancement to the products offered that improves benefit and suitability to the end users.

**Ordering Process** – All requests accepted by the contractor to participate under any contract awarded through this RFP must be submitted and approved by CES. CES and the Offeror will, at the time of final contract negotiations, establish a process for this to occur. The contractor must agree never to process a request without CES' approval based on this contract.

**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 is relevant information regarding a vendor's actions under previously awarded contracts to schools, local, state or federal agencies. It includes the vendor's record of conforming to specifications and to standards of good workmanship; the vendor's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the vendor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's business-like concern for the interests of the customer.

**Patent and Copyright Infringement** – 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, Puerto Rico, or a United States territory, and will pay all costs, damages and attorney's fees that a court 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. The depreciation shall 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 school's or procurement unit's action will not preclude contractor's obligation to others not having modified their equipment or software.

**Peripheral Items** – Offerors may include various peripheral products and services that add value and benefit to the primary offering.

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

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

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

**Prime Contractor** – For the purpose of this solicitation, a contractor will be considered a prime contractor and not a subcontractor. Any Offeror who has signed an awarded contract as a result of this RFP. Prime contractors using subcontractors are responsible for all actions of the subcontractors.

**Product Discontinuance** – In the event that a product or service is discontinued by the provider, the contractor may substitute a new product or service, if the replacement product meets or exceeds the discontinued item, and the discount from retail is the same or greater than the discontinued item.

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

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

**Protests** – Protests filed will be resolved in accordance with the State of New Mexico Procurement Code. Venue for any and all legal actions regarding or arising out of the transactions covered herein will 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.

**Provider's Representative** – Dealers or agents of employee benefit products and services, who, if permitted by the Scope of the Work, submit an offer as a provider's representative, must be able to submit with its' response a letter from the provider certifying that the Offeror is a bona fide dealer/agent for the specific products and services presented, that the contractor is authorized to submit an offer on such products/services, and which guarantees that should the dealer/agent fail to satisfactorily fulfill any obligations established as a result of the award of contract, the provider will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers/agents for the balance of the contract period.

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

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

**Request for Proposals (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 its' financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

**Responsive Proposal** – An offer that conforms in all material respects to the requirements set forth in the REQUEST FOR PROPOSALS. Material respects of a request for a proposal include, but are not limited to, price, quality, quantity or delivery requirements.

**Right to Assurance** – Whenever one party to this contract in good faith has reason to question another 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 can treat this failure as an anticipatory repudiation of the contract.

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

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

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

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

**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 purchaser's location.

**Term of Contract and Extension** – The term of the agreement will commence on award and continue until July 1, 2009 unless terminated, canceled or extended. By mutual written agreement, the contract can be extended for Three (3), additional 12-month periods ending on July 1, 2010, July 1, 2011 and July 1, 2012. Since product lines change year to year, CES can require a vendor to respond to a new RFP rather than extend a contract secured under this RFP.

**Termination 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 will be effective when written notice from CES is received by the parties to this contract, unless the notice specifies a later time.

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

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

**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.

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

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

1. CES, which is based in Albuquerque, New Mexico, is composed of all of the 89 New Mexico public school districts and other public educational institutions that are parties to the Joint Powers Agreement to Establish an Educational Cooperative. CES was organized in 1979 as a direct response to the needs of small and rural Local Education Agencies (LEA's). CES offers numerous programs and services. Currently, there are 170 public educational institutions that use one or more of the CES provided programs or services each year.
2. It is important that all vendors realize that CES is not a sales agency or marketing firm. If awarded a contract, you must work your contract. A few contractors with powerful mail campaigns have been able to market to schools through CES, but, normally, mail alone is not sufficient. Member buyers like to meet and talk with a sales agent when making decisions on large orders.
3. When you respond, CES is asking you to become a partner in providing quality goods and services to members at competitive prices. Partnership with a contract awarded through competitive bidding saves members both time and money. Time is saved by being able to purchase what is needed without having to wait through the solicitation process (write solicitation, advertise proposal, open each response, evaluate and have the board make a selection). Money is saved because each CES partner has already agreed that the members have the lowest prices it will offer to procurement units in the state.
4. Read through the section that concerns you as an Offeror. Next, prepare a rough draft of your offer, fill out the forms necessary and gather all the advertising slicks you want to send with your proposal. Finally, print a final offer, write the executive summary and organize everything in a three-ring binder.

### **B. DUTIES OF THE CONTRACTOR**

Once the award is made to the Offeror, the Offeror, as contractor, will assign a project director to coordinate operational activities with the designated representative of CES and will make monthly reports to this representative. It is the responsibility of the contractor to market the products or services to the member in accordance with this solicitation, the Offeror's response and any agreed upon modifications during negotiations.

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

The general duties of CES include:

1. Inform CES members of vendors and obtain participation of members.
2. Inform contractor of participating members.
3. Follow up as needed on problems.
4. 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. Responses are requested to the Categorical Terms and Conditions and the Area Terms and Conditions within the Category.

#### E. LISTING OF CATEGORY

Based on its member's needs and requirements, CES has broken down this solicitation into two (2) categories: 1) to provide supplemental employee benefit products and services Relating to Section 123, 403(b), 401(b), 457(b), 3121, Life, Auto, Home Owners and Other Related Insurances; and 2) Qualified Provider of Professional Consulting Services Relating to Employee Retirement Benefit Programs and Employer's Verification, Audit and Compliance with Federal, State and Retirement Plan Rules, Regulations and Requirements. The Offeror may prepare and submit a response to either category, but not both.

#### **Category 1: Qualified Provider of Supplemental Employee Benefit Products and Services Relating to Section 123, 403(b), 401(b), 457(b), 3121, Life, Auto, Home Owners and Other Related Insurances**

This category is divided into several sections. Those sections are as outlined below:

1. Categorical Scope of Work;
2. Categorical Definitions;
3. Categorical Terms and Conditions;
4. Categorical Required Responses; and
5. Categorical Areas of Service.
  - a. Area 1 – Section 125
  - b. Area 2 – Retirement and Alternative Deferred Income Plans
  - c. Area 3 – Other Voluntary Benefits
  - d. Area 4 – Related Services

Under the categorical areas you will find:

- 1) Area Scope of Work;
- 2) Area Terms and Conditions;
- 3) Area Required Responses; and
- 4) Area Price and Cost Submittal Information.

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

CES has an existing contract (RFP 2004-014) that will expire in July 31<sup>st</sup> of 2008, that provides its members' employees supplemental payroll deducted benefits relating to cafeteria plans, retirement programs, life, disability, cancer, auto, home, pet and prepaid legal insurances. CES and its members have found the existing program to be both beneficial and cost effective. It should be noted that the products and services offered under the existing program do not conflict with the New Mexico Public Schools Insurance Authority (NMPSIA) offerings, but is intended to enhance and supplement.

CES and its members are seeking a single contractor to provide the products and services requested. Most CES members now subscribe to one of the many Section 125 and voluntary, supplementary deferred compensation plans provided through its existing contractor and other non-CES vendors; however, a single provider can provide these and other services in a more efficient, cost effective manner, resulting in higher yields for program participants. CES is

seeking a single company to administer, market and service CES members' employees with a dedicated service approach.

The kinds and levels of professional services offered under this RFP must be broad enough to allow the CES members and their employees to obtain the necessary supplemental benefit products and services to meet their insurance and retirement needs. The Offeror must be able to design, develop, propose and, if awarded a contract, implement and conduct an employee's supplemental benefit program in accordance with this RFP.

This is an indefinite delivery contract. No warranties or guarantees are made as to the extent of or level of services to be acquired/provided under this contract. During the last four years, 58 CES members with more than 6,000 employees are participating in the program. The Offeror should also take note that the final scope of work will be determined and based on the Offeror's response to this solicitation, the negotiation of the awarded contract and shall include, but is not limited to, the following areas:

- Area 1     IRS Section 125
- Area 2     Retirement and Alternative Deferred Income Plans
- Area 3     Other Voluntary Benefits
- Area 4     Related Services

### **Categorical Definitions**

**Annuity** - An alternative payment arrangement wherein a benefit based on the balance of credits in an account is paid in monthly installments as determined by the terms of the particular annuity selected rather than in a lump sum.

**Beneficiary** - Any person or entity receiving or entitled to receive a final benefit under the Voluntary Investment Program (VIP) upon the death of a member.

**Beneficiary Designation Form** - A form that specifies the beneficiary(ies) entitled to receive a final benefit upon the death of the participant.

**Benefit(s)** - An amount equal to the balance of credits in a member and/or participant's VIP account.

**Contractor's Representative** - The firm or Offeror's actual branch, department, division, or unit that will be providing resources and perform the services to individual CES members.

**Client Manager** - A person who is experienced in administration of deferred compensation plans.

**Community Property Division** - The court-mandated separation of a participant's accumulated contributions into separate accounts in the name of the participant and the participant's former spouse.

**Contractor's Representative** - The firm or Offeror's actual branch, department, division, or unit that will be providing resources and perform the services to individual CES members.

**Date of Funds Transfer** - The date used to calculate accrued interest.

**Death Benefit** - The benefit payable upon the death of the VIP participant

**Disability Date** - The date a disability benefit becomes payable to a participant.

**Educational Retirement Board (ERB)** - The governing body of the New Mexico Educational Retirement System.

**Electronic Funds Transfer** - The transfer of money from one account to another through electronic means.

**Employee Contribution** - The amount withheld from the participant's salary by the employer as a contribution by the employee.

**Employer** - A public school district, college or university, community college, charter school or BIA school that employs persons to perform creditable service.

**Employer Contribution** - The amount that may be contributed by the participant's employer to the participant's account.

**Evaluation Committee** – Means a body constituted in accordance with CES' procurement policies to perform the evaluation of Offeror's proposals and to make a recommendation to the CES Executive Director. The committee will consist of CES staff, representatives of member institutions and other associated organizations such as NMSCA, NMASBO, NMPSIA and NMSBA. The Evaluation Committee is chaired by the CES Executive Director.

**Fiscal Year** - July 1 of a particular year through June 30 of the following year.

**Float Earnings** - All of the following:

1. Interest earned during the time funds are in transit between the Contractor and the investment firms;
2. Interest earned during the time funds are in transit between the investment firms and the Contractor; and
3. Interest earned between the time funds are drawn from a member or participant's account and the time a payment is issued.

**Fund** - Teachers' Retirement Fund.

**Hold Harmless Agreement** - Form allows one party to agree to protect another party against certain future claims.

**Internal Revenue Code (IRC)** - The Federal tax code.

**Participant** - If a New Mexico Public employer elects to participate in the VIP and stipulates the personnel that can participate, then individuals who elect to join the program are called participants.

**Public Department of Education (PDE)** – Governmental agency responsible for K-12 education in the State of New Mexico.

**Public School Insurance Authority (NMPSIA)** – Governmental agency responsible for providing basic employee and employer insurance coverage for educational institutions within the State of New Mexico.

**Retirement** - Termination of all employment to perform creditable service with an approved application.

**Salary Reduction Agreement** - A document used to set up a VIP account and to notify both the Contractor and the employer of the participant's intent to participate in the program.

**The terms "must," "shall," "will," "is required," or "are required"** – Identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the Offeror's proposal.

**The terms "can," "may," "should," "preferably," or "prefers"** – Identify a desirable or discretionary item or factor.

**Viewer** - Anyone who has been given online access to data.

**Voluntary Investment Program** - The Plans administered by an individual New Mexico educational institution.

## Categorical Terms and Conditions

- A. Solicitation Timelines – CES will make its best efforts to adhere to the following schedule of events.
- |   |                                    |
|---|------------------------------------|
| 1. Published RFP legal add  | Sunday 3/23/08 and 3/30/08         |
| 2. RFP documents will be available to prospective providers   | Monday 3/24/08                     |
| 3. Pre-proposal conference (optional, attendance not required) Lot–1 Recordkeeping of Assets Services | Wednesday 4/16/08                  |
| 4. Pre-proposal conference (optional, attendance not required) Lot–2 Compliance Services              | Wednesday 4/16/08                  |
| 5. Written questions submittal deadline   | Friday 5/2/08                      |
| 6. RFP proposal due date  | Friday 5/9/08                      |
| 7. RFP proposal evaluation and selection of short lists   | Monday 5/12 through Monday 5/26/08 |
| 8. Notification to shortlist vendors  | Monday 5/26/08                     |
| 9. Interview of finalist  | Wednesday 6/11 & Thursday 6/12/08  |
| 10. Preliminary award notice  | Monday 6/23/08                     |
| 11. Final award notice  | Tuesday 6/2/08                     |
- B. All Offerors responding to this RFP certify by responding that its organization, principals of the organization and providers/subcontractors, including supervisors, consultants and sales agents/representatives meet all requirements of all federal, state and local regulatory, licensing and governing agencies/commissions/organizations.
- C. The firm must be able to analyze the current supplemental benefits program offered to the CES member to assist the member in determining if products offered by the Offeror are more beneficial and cost effective for both the member and its employees than its current program. If the CES member wishes to implement the Offeror’s proposed program, the Offeror must visit with the member’s administration to design an individual product offering, which conforms with and meets the member’s employee’s needs. Once a program has been developed, an implementation plan with timelines and strategies will be worked out with the member. The implementation plan should recognize and coordinate with other aspects of the member’s payroll activities.
- D. The Offeror will clearly identify all providers outside of its firm that it will use to service the CES members and their employees.
- E. There will be no changes in providers, subcontractors, products or services relating to any portion of its response that is accepted and awarded by CES without written approval from CES.
- F. The Offeror will be responsible for communicating and updating CES and its members when contact names and contact information for providers change. This must be done in a timely manner.
- G. Release or use of member or their employees’ information must be in accordance with all federal, state and local governing board regulations, policies and procedures governing privacy and employee personnel and payroll information. The Offeror is solely responsible for understanding and complying with all such regulations, policies and procedures. Only

the member's authorized agent of record can grant authorization to release or use covered employee payroll information.

### **Categorical Required Responses (Required for all Categories)**

- A. The proposal must include the documentation and written responses requested under Section 1: Instructions to Offerors, Part F: Proposal Submission, Item 4: Vendor Qualifications (page 9) that is to be placed behind Tab 4.
- B. The proposal must include documentation and written responses to the following. Please clearly identify, organize and place the responses after Tab 5.
  - 1. State your understanding of the scope of work requested. Identify the technical approach you will use to fulfill the contract requirements. Specify if you will provide full services as a single firm or if you will partner with other providers.
  - 2. Because this is a Request for Proposal and negotiations will establish the final contract, list any items of concern or issues that you feel need to be addressed during the final negotiations.
  - 3. Include any comments, suggestions or information to support your belief that your proposal is the most advantageous and meets or exceeds what is available in the marketplace today.

### **Categorical Areas of Service**

For convenience, this section has been divided into four (4) areas, with products and/or services requested in each area. One single vendor will receive the award for all four areas. Offeror must prepare a response to all areas. Each area is divided into four parts.

- Part A The area of Scope of Work outlines what is expected.
- Part B The specific area Terms and Conditions, which are in addition to the General Terms and Conditions of this RFP.
- Part C Additional Required Responses specific to each area.
- Part D The area of Price and Cost Submittal.

## **Area 1: Section 125**

### **Area 1 Scope of Work**

IRS Section 125 permits employers to structure a benefits program so that employees have the option to pay for certain qualified benefits with dollars before federal, FICA, Medicare and state taxes are withheld. CES is seeking a third party administrator to provide these services. The three parts of Section 125 plan that must be provided are:

1. A flexible spending account for un-reimbursed medical expenses.
2. Reimbursement accounts for dependant and child care.
3. Pre-tax deduction of certain qualified insurance premiums. Present coverage offered include cancer, accident and disability.

Other coverage, including, but not limited to, hospital indemnity, hospital critical care and hospital intensive care may also be included with the approval of CES.

### **Area 1 Terms and Conditions**

- A. The Offeror must provide services and products including marketing to new members, answering questions on products, responding to queries on billing information and explaining benefits received.
- B. The Offeror must work closely with and support the member's administrative team and support staff and any member established committees (insurance committee) to:
  1. Assess, analyze and determine a benefit plan and types of products that will best serve the member's employees.
  2. Determine which products offered in the member's benefit plan qualifies under Section 125 requirements.
  3. Review all products which are under a Section 125 plan, and submit findings and recommendations about how they compare to what you offer.
  4. Assure that products offered under the Section 125 plan qualify and maintain existing ratings.
  5. Conduct meetings and enrollments with all personnel on mutually agreed upon days to educate and inform member's employees and answer questions on the plan, its benefits and products.
  6. Assure continuing compliance with Internal Revenue Code and Department of Labor regulations and rules for the employer, sharing this information with the appropriate member's staff.
  7. Provide information to plan participants on a regular and routine basis concerning selected plan and financial status.
- C. The Offeror will process, administer and coordinate all new and existing payroll deductions with insurance companies for payroll deducted financial and insurance products under the established Section 125 plan.
- D. As requested, provide consolidated monthly billings for Section 125 products under this contract to member's payroll department, consultant, compliance and audit form if applicable.

- E. As requested, process and administer all medical reimbursement and dependent care spending account claims. For processing these claims, make available to the participants:
  - 1. An option for faxing of claim forms instead of mailing.
  - 2. If desired, direct deposit to participant's checking account.
- F. Assure that products offered under the Section 125 plan continue to be qualified and maintain proper ratings.
- G. Clearly state and identify the various technology processing, inquiring and reporting options that your firm can make available to CES and its members.

### **Required Area 1 Responses**

The proposal must include documentation and/or written responses to the following. Please clearly identify, organize and place the information after Tab 5.

- A. If the respondent, as listed under Vendor Qualifications (Section I E. 4.a), is not the third party administrator, then provide the following information through written narrative and documentation requested below:
  - 1. Name, physical and mailing address, toll-free and regular phone numbers, fax number and website address of the company providing Section 125 services.
  - 2. Resumes and contact information of the key individuals who will administer and supervise staff working on this contract.
  - 3. Copy of the third party administrator (TPA) license. Insurance companies must provide evidence of Section 125 administration.
  - 4. Confirm the relationship between the third party administrator and respondent.
- B. List the products provided in the "premium only" part of the Section 125 plan.
- C. List the services covered under the "reimbursement accounts" of the Section 125 plan.
- D. Describe the company's guidelines relating to invoicing and posting payments from the members.
- E. Describe the company's guidelines and the process relating to receiving and processing claims. Based on historical data, include the average turn-around time for client claims of dependant care and un-reimbursed medical expenses.
- F. Provide documentation, background information and the process used relating to:
  - 1. Providing plan enrollment information to members.
  - 2. Setting up, coordinating and conducting open enrollment meetings.
  - 3. Collecting, verifying and submitting payroll deduction information to the member's payroll department.
  - 4. The process used to insure that new hires are contacted and enrolled.
- G. Provide documentation and information relating to any unique processes, procedures and/or state-of-the-art applications that the company has in place or possesses that you believe provides CES, its members and their employees, and NMCSA with the most advantageous and cost effective solution when it comes to Section 125 plans.
- H. Provide licenses for all staff involved with the Section 125 administration.

### **Area 1 Price and Cost Submittal (Place after Tab 6)**

- A. Prices submitted for this RFP must be clearly identified and broken out into:
  - 1. Premium costs;

2. Administrative, processing and transaction fees;
  3. Software application(s) required, offered and set-up and training cost, if applicable;
  4. Consultant, marketing, presentation and seminar costs, reimbursable expenses that apply; and
  5. All financial considerations (revenues [rebates]/fees) that may be offered.
- B. The Offeror must indicate for each cost/revenue/benefit identified in item A above the normal and customary cost/fee/revenue used by the provider for those items and the cost/fee/revenue used for the same item in this bid.
- C. Offeror proposing additional or optional products or services must identify in its cost submittal all of the financial considerations that apply.
- D. Include any additional information that substantiates why the proposed solutions, in financial terms, are the most advantageous to CES and its members.

## **Area 2: Retirement and Alternative Deferred Income Plans**

### **Area 2 Scope of Work**

In order to offer a comprehensive benefit program, CES and its members are seeking a provider of retirement plans, products and services that will allow their employees a variety of options to meet individual needs.

*The following products and services are required.*

*Sections 403 (b)* – This section of the Internal Revenue Code provides employees of not-for-profit organizations with a powerful retirement savings plan. With an opportunity for financial security at retirement because of pre-tax contributions and tax-deferred accumulation, these plans provide a wide variety of investment options. Some of these options seek growth; others seek to maximize preservation of capital through stability.

*Section 457 (b)* – This section of the Internal Revenue Code provides employees of not-for-profit organizations with a powerful retirement savings plan. With an opportunity for financial security at retirement because of pre-tax contributions and tax-deferred accumulation, these plans provide a wide variety of investment options. Some of these options seek growth; others seek to maximize preservation of capital through stability. Funds may be withdrawn at retirement or termination of employment.

*Section 401 (a)* – Many part-time educational employees are not eligible to participate in a pension program sponsored by a CES member. The establishment of a 401 (a) program can assist these employees to realize a retirement benefit. This also permits an alternative retirement plan for administrators. Section 401 (a) is often administered in conjunction with Section 3121. This plan usually possesses the following characteristics: (1) Pre-tax contributions up to the lesser of 25% of compensation or \$30,000; (2) Contributions generally not aggregated with 403(b) plans; (3) Tax-deferred growth; (4) Employee owns the assets; and (5) Exempt for pension non-discrimination rules for employees of governmental organizations. Section 3121 FICA Alternative Plan allows employees who are not members of the ERA to be covered under 3121 services. These typically would include part-time employees who work in positions less than 20 hours per week or are appointed at less than 50% FTE, temporary employees who work in a position of 90 days or less, seasonal employees or casual employees. Any alternative plan proposed must meet the requirements of 26 CFR 31.3121 (b) (7)-2 for a retirement system in which part-time, temporary and seasonal employees of the CES member would be qualified participants.

*Section 529* – A plan that allows for the prepayment of qualified higher education expenses at eligible educational institutions. The prepayment may be in the form of a contribution to an account established specifically for paying higher educational expenses. There are no income restrictions for individuals who want to contribute to a 529. New Mexico residents can fully deduct contributions from their state income tax each year.

*Roth IRA* – Although not established for employer deductions before taxes, this plan allows for investment where the principal and interest are not taxed upon withdrawal.

## **Area 2 Terms and Conditions**

- A. The Offeror must provide assistance on an as-needed basis to CES member's administrators and employees, such assistance ranging from marketing to members, working with employees to develop a sound financial/retirement plan, answering questions on products and account status, to responding to inquiries on billing information and explaining benefit options.
- B. The Offeror must have a qualified work force to work closely with and support the member's administrative team and support staff and any member-established committees (insurance committee) to:
  - 1. Assess, analyze and determine the type and kinds of retirement programs currently offered and present a general overview of their attributes. Assist in designing a product offering that will enhance and best serve the member's employees.
  - 2. Develop an implementation plan, establish and receive approval on product information, enrollment forms and report formats to be used.
  - 3. Participate in meetings and enrollment activities with all personnel on mutually agreed upon days to educate and inform member's employees and answer questions on the options and benefits offered under the retirement programs.
  - 4. Standardize forms and have service representative insure proper completion of Salary Reduction Agreements, Exclusion Allowance Worksheets and Contribution Change/Stop Authorizations.
  - 5. Calculate annual product evaluations and provide results to members and participants.
  - 6. Provide sales literature, communication material and other written, visual and audio aids to appropriately communicate the benefits of the plan to potential participants.
- C. Develop, establish, implement and conduct an ongoing financial planning program for participants within the program.
- D. Provide the participants with the necessary internet access and ability to monitor and receive current retirement account performance and other related information on an as-needed basis (24/7 days a week)
- E. Provide the participants with the ability to monitor and receive current retirement account performance and other related information on an as-needed basis if they do not have internet access.
- F. Provide participants with quarterly statements reporting contributions, account balances and how the investments performed during the period.
- G. All work must conform to applicable laws, regulations and codes as well as acceptable industry standards and practices.
- H. The Offeror will be responsible for all reporting, record-keeping and reconciliation procedures and for participant's accounts under the plan.
- I. The Offeror must be able to coordinate payroll deduction information, invoicing and contribution payments with the member's payroll department, Section 125 administrator, consulting, compliance and audit firm, if applicable.

## **Area 2 Required Responses**

The proposal must include documentation and/or written responses to the following: Please clearly identify and organize the responses after Tab 5.

- I. If the respondent, as listed under Vendor Qualifications (Section I E. 4.a), is not the retirement and alternative retirement plans provider, then through written narrative and documentation requested below, identify the plan provider.
  1. Name, physical and mailing address, toll-free and regular phone numbers, fax number and Website address of the company providing Section 125 services.
  2. Resumes and contact information of the key individuals who will administer and supervise staff working on this contract.
  3. Copy of the third party administrator (TPA) license. Insurance companies must provide evidence of Section 125 administration.
  4. Confirm the relationship between the third party administrator and respondent.
- B. Identify the names of the products and describe the investment options available.
  1. State required retirement plan contribution amounts, if any.
  2. List the services provided in administering plans offered.
  3. List options that are available on retirement.
  4. Describe the company's guidelines relating to invoicing and posting payments from the members.
  5. Include a determination letter from IRS as to the qualification status of the proposed alternative retirement plan.
- C. Provide copies of appropriate licenses (Series 6 or 7, and Series 63) for all staff involved in retirement and alternative deferred income plans.
- D. Provide information relating to types and level of financial planning and training programs that you are proposing to offer under this RFP to program participants and members.

## **Area 2 Price and Cost Submittal (Place after Tab 6)**

- A. Prices submitted for this RFP must be clearly identified and broken out into:
  1. Premium costs;
  2. Administrative, processing and transaction fees;
  3. Software application set-up and training cost, if applicable;
  4. Consultant, marketing, presentation and seminar costs, reimbursable expenses that apply; and
  5. All financial considerations (revenues [rebates]/fees) that may be offered.
- B. The Offeror must indicate for each cost/revenue/benefit identified in item A above the normal and customary cost/fee/revenue used by the provider for those items and the cost/fee/revenue used for the same item in this bid.
- C. Offeror proposing additional or optional products or services must identify in its cost submittal all of the financial considerations that apply.
- D. Include any additional information that substantiates why the proposed solutions, in financial terms, are the most advantageous to CES and its members.

### **Area 3: Other Voluntary Benefits**

#### **Area 3 Scope of Work**

CES and its members are seeking providers of other additional voluntary benefits.

As noted previously, the New Mexico Public Schools Insurance Authority (NMPSIA) provides educational institutions with their basic health care (health, dental, vision) plans and basic life and disability plans. However, during the past four years of CES' benefits contract, CES members have had access to and desire other supplemental benefit products and services to complement the NMPSIA offerings and enhance what they have, while through a cooperative/group endeavor, provide cost effective premiums that make the offerings advantageous to their employees. Offerors are encouraged to propose products and services that have previously attracted interest by employees of educational institutions. CES and its members reserve the right to accept or reject any part or all of the items proposed hereunder. Those items selected will form a master list. CES members will then have the opportunity to select items from this master list to be offered to its employees. Items offered may include, but are not limited to: home insurance, auto insurance, cancer and related insurances, prepaid legal, optional life, long term care, disability and pet insurance.

#### **Area 3 Terms and Conditions**

- A. The Offeror must provide assistance on an as-needed basis to CES member's administrative team and employees, including working with employees to develop a complete and diverse offering of products and services to meet their employees' individual needs; answering questions on products and benefits; responding to inquiries on billing information; explaining procedures and assisting in filing claims.
- B. CES will not accept any products that are in direct competition with what the New Mexico Public Schools Insurance Authority (NMPSIA) offers.
- C. The Offeror must have a qualified staff to work closely with and support the member's administrative team, support staff and any member-established committees (insurance committee) to:
  1. Assist in designing a product offering that will enhance and best serve the member's employees.
  2. Develop an implementation and optional product plan, establish and receive approval on product information and enrollment forms used and any other issues that may occur.
  3. Participate in meetings and enrollment activities with all personnel on mutually agreed upon days to educate and inform member's employees and to answer questions on the products offered with their options and benefits.
  4. Provide sales literature and other written, visual and audio aids to communicate the benefits of the plan to potential participants.
  5. With the CES member, coordinate and establish when and how premiums are to be invoiced and collected.
  6. Assist the member by taking charge of investigating, coordinating and resolving problems and concerns that may occur.
  7. All products and services provided hereunder must conform to applicable laws, regulations and codes, as well as acceptable industry standards and practices.

8. Products offered must be from nationally recognized providers with above average consumer ratings for satisfaction. Products must be offered and available on the open market.
9. Products offered must allow, where applicable, the participants to continue with the products after leaving the member's employment.
10. Products offered must have the flexibility of having the premium payroll deducted or direct billed to the employee.
11. If the premium is payroll deducted, the company must be able to coordinate payroll deduction information, invoicing and contribution payments with the member's payroll department.

### **Area 3 Required Responses**

The proposal must include documentation and/or written responses to the following. Please clearly identify and organize the responses after Tab 5.

- A. Identify each of the products proposed and provide the following:
  1. Name, physical and mailing address, toll-free and regular phone numbers, fax number and website address.
  2. Resumes and contact information of the individuals who will administer and supervise staff working on this contract if awarded.
  3. Licenses of each staff.
  4. Describe the options and benefits of each and describe the process to be used in administering the product.
  5. Describe the company's guidelines relating to invoicing and receiving payments from the members/employees.
  6. Confirm the relationship between the provider and respondent.
- B. List the services provided by you in administering the products offered. If this product is currently offered in a public entity in New Mexico, provide at least two references.

### **Area 3 Price and Cost Submittal (Place after Tab 6)**

- A. Prices submitted for this RFP must be clearly identified and broken out into:
  1. Premium costs;
  2. Administrative, processing and transaction fees;
  3. Software application set-up and training cost, if applicable;
  4. Consultant, marketing, presentation and seminar costs, reimbursable expenses that apply; and
  5. All financial considerations (revenues [rebates]/fees) that may be offered.
- B. The Offeror must indicate for each cost/revenue/benefit identified in item A above the normal and customary cost/fee/revenue used by the provider for those items and the cost/fee/revenue used for the same item in this bid.
- C. Offeror proposing additional or optional products or services must identify in its cost submittal all of the financial considerations that apply.
- D. Include any additional information that substantiates why the proposed solutions, in financial terms, are the most advantageous to CES, NMCSA and their members.

## **Area 4: Related Services**

### **Area 4 Scope of Work**

There are several other products and services that would enhance the total program offering. Some of these are required by CES, others are optional and may be provided by the Offeror to enhance the system operation.

*The following products and services are required.*

*Employee Benefit Statements* – Employees know how much they are paid for their labor. However, in addition to regular wages, they also receive additional benefits from their employer. Included in these benefits are items such as Social Security, Medicare, workers compensation, state unemployment, federal unemployment, sick leave, annual leave, paid holidays and payments to retirement and insurance pension plans. CES and its members seek a plan where each employee receives a custom designed benefit statement illustrating the value of their additional benefits from their employer. Statements are to be distributed to each employee and explained fully by a qualified, professional benefits counselor.

*Educational Seminars* – During the current benefit contract period, CES and its members have realized that they desire a complete and comprehensive voluntary benefit program to address employee needs and assist them in understanding and using the opportunities to their fullest. Further, CES wants an ongoing program of one-on-one meetings with employees, together with periodic seminars to educate and walk participants step-by-step through the products offered, their benefits and how the products meet an individual's needs. What would the employee look for and what questions would he ask when considering a product? How does an employee analyze and determine the cost/benefit rate of a particular product? How would the employee analyze present and future financial needs and plan for retirement? CES and NMCSA are asking the Offeror to propose activities and seminars that its providers have available to meet these needs. It should be noted that CES and NMCSA are not looking for a high pressure sales pitch, but an informational and educational format.

*The following is an example of optional products and services.*

Listed below is an example of an optional service. Offeror can propose other additional products and services. Each item will be approved or rejected by CES.

*Common Remitter* – The function of the common remitter is to take all payroll deductions under the proposed program and other non-ERA deductions (optional) and provide a single check for disbursement on behalf of the CES member to appropriate vendors/companies.

### **Area 4 Terms and Conditions**

- A. The Offeror must provide assistance on an as-needed basis to CES member's administrative team and employees. This assistance will range from working with staff to establish, implement and maintain a common remittance program, answering questions relating to the process and procedures being used and responding to inquiries on billings and payments.

- B. The Offeror must work closely with and support the member's administrative team and support staff to:
  - 1. Participate in meetings and planning sessions with business office personnel on mutually agreed upon days to train them on the process and to review program status and answer questions and address any issues that might occur.
  - 2. Coordinate and establish in cooperation with the CES member when and how deduction information is transmitted, received, verified and processed.
  - 3. Assist the member by taking charge of investigating, coordinating and resolving problems and concerns that may occur.
  - 4. All services provided under this area must conform to and comply with applicable laws, regulations and codes, as well as acceptable industry standards and practices.
  - 5. Assist administrative team in determining which products are qualified under the common remitter function.
  - 6. Assure continuing compliance with Internal Revenue Code and Department of Labor regulations and rules for the employer. Share this information with the proper member's staff.
  - 7. Process and administer all new and existing payroll deductions with insurance companies for payroll deducted financial and insurance products under the common remitter function.
  - 8. Provide consolidated monthly billings to payroll department.
  - 9. Provide information to plan participants on a routine basis concerning financial status.
  - 10. Provide, if desired, electronic transfer of funds.
- C. Establish and conduct financial and retirement planning seminars and one-on-one consultation for member's employees.
- D. The Offeror must provide assistance on an as-needed basis to CES member's administrative team and/or their designated representative to maintain compliance with federal and state regulations and codes. Areas covered in the compliance check must include:
  - 1. Contribution limits
  - 2. Nondiscrimination rules
  - 3. Distribution requirements and restrictions
  - 4. Salary reduction contribution requirements
  - 5. Allowable funding vehicles
  - 6. Eligibility of employers
- E. The Offeror must work closely with and support the member's administrative team and support staff to:
  - 1. Assess, analyze and determine if their current employee benefit programs are set up and being conducted in accordance with current federal and state requirements.
  - 2. Review, evaluate and analyze all products offered with the member's employee benefit program, including existing products to determine their current status in regards to complying with requirements and report any findings with recommendations on how to resolve any concerns.
  - 3. Conduct meetings with member personnel to educate and inform them of compliance issues or concerns and answer any questions.
  - 4. Assure continuing compliance with Internal Revenue Code and Department of Labor regulations and rules for the employer and share this information with the appropriate member' staff.
  - 5. Provide the member with websites and location information relating to compliance issues.

- F. The Offeror must provide assistance on an as-needed basis to CES member's administrative team for retrieving and summarizing the data and preparing statements for both the members and for individual employees summarizing the information. The summary reports and statements will cover the following:
1. Message(s) from the employer relating to the benefits offered and their related costs.
  2. Detailed cost of each benefit.
  3. Total benefit costs.
  4. Annual salary.
  5. Percentage of benefits to income.
  6. Description of each benefit.
  7. Retirement plan values.
  8. Projected Social Security benefits.
- G. The Offeror must work closely with the member's support team to:
1. Develop a process to obtain and transfer the required information from the member relating to their employees' salary, deduction and benefit information in order to compile, prepare and issue the benefits statement as required.
  2. Coordinate and conduct meetings with the member's administrative team to explain and answer any questions and address any concerns that arise while providing this service.
- H. The Offeror must provide a variety of activities and seminars that will assist CES and its members in communicating with and educating their employees in the pros and cons of benefits available. CES is seeking Offerors who possess the following attributes:
1. Employs instructors experienced in the product line being covered and are aware of current trends, rules and regulations which apply.
  2. Have state-of-the-art techniques in which to present seminars and allow individuals to obtain and review materials.
  3. Have staff who can meet periodically with member administrators to review benefits offered and options available to enhancement current programs.
  4. Provide seminars at each participating location on a variety of benefit topics.
  5. Have qualified representative to sit down one-on-one with employees to assist and advise them on various benefit topics.

## Area 4 Required Responses

The proposal must include documentation and/or written responses to the following. Please clearly identify and organize the responses after Tab 5.

- A. Through written narrative and documentation, identify the providers and the products that are proposed under this area. Provide the following:
  - 1. Name, physical and mailing address, toll-free and regular phone numbers, fax number and website address.
  - 2. Resumes and contact information of the key individuals who will be administering and supervising staff working on this contract if awarded.
  - 3. Identify the services proposed, describe the options available and describe the delivery vehicle and process to be used in administering the product. Include the company's background and experience in providing these services.
  - 4. List the services provided in administering the services offered.
  - 5. Describe the company's guidelines and timelines relating to receiving and issuing payments from the members.
  - 6. If similar services are currently offered in a public entity in the State of New Mexico, provide at least two references.
  - 7. Confirm the relationship between the provider and respondent.
- B. Provide information on any fiduciary liability bond required for any offered product or service.
- C. Through written narrative and documentation, respond to the following:
  - 1. How often will employee compliance statements be generated?
  - 2. List the items that will be included in the compliance audit and the source of the data.
  - 3. Provide a sample employee compliance report.
- D. Identify the services proposed and the reports available, describe the options available and describe the delivery vehicle and processes to be used in administering the compliance aspect of the proposed programs. Please include the company's background and experience in providing these services.
- E. List the services you will provide in administering this part of the program.
- F. Provide details and deadlines you will require for the member to provide the information needed. What do you have to assist the member in compiling and submitting the data?
- G. Respond to the following items regarding the reports and statements requested.
  - 1. How often will summary reports and employee benefit statements be generated?
  - 2. Provide a sample showing the proposed summary report and individual benefit statement.
  - 3. What concerns do you have in providing the requested reports and statements?
- H. Describe and provide information about the types and levels of services that you and your providers have available if awarded a contract under this solicitation. Provide a response that addresses the following items:
  - 1. Provide a list of activities and seminars that you are willing to offer, together with a proposed schedule of the same.
  - 2. Provide a general description and outline of the content of seminars that might be provided to superintendents and business officials.
  - 3. Provide a resume of the presenter that is available to provide seminars.

#### **Area 4 Price and Cost Submittal (Place after Tab 6)**

- A. Prices submitted for this RFP must be clearly identified and broken out into:
  - 1. Premium costs;
  - 2. Administrative, processing and transaction fees;
  - 3. Software application set-up and training cost, if applicable;
  - 4. Consultant, marketing, presentation and seminar costs, reimbursable expenses that apply; and
  - 5. All financial considerations (revenues [rebates]/fees) that may be offered.
- B. The Offeror must indicate for each cost/revenue/benefit identified in item A above the normal and customary cost/fee/revenue used by the provider for those items and the cost/fee/revenue used for the same item in this bid.
- C. Offeror proposing additional or optional products or services must identify in its cost submittal all of the financial considerations that apply.
- D. Include any additional information that substantiates why the proposed solutions, in financial terms, are the most advantageous to CES, NMCSA and their members.

**Category 2: Qualified Provider of Professional Consulting Services Relating to Employee Retirement Benefit Programs and Employer's Verification, Audit and Compliance with Federal, State and Retirement Plan Rules, Regulations and Requirements.**

This category is divided into several sections. Those sections are as outlined below:

1. Categorical Scope of Work;
2. Categorical Definitions;
3. Categorical Terms and Conditions;
4. Categorical Required Responses; and
5. Categorical Areas of Service.
  - a. Area
    - 1) Scope of work
    - 2) Specifications
    - 3) Required Responses
    - 4) Cost Consideration

In 2004, the Internal Revenue Service (IRS) announced proposed regulations for the 403(b) and 457(b) Retirement Plan that impose upon educational institutions a greater responsibility in managing their 403(b) and 457(b) retirement programs they offer to their employees. Due to the fact that the final regulations have been delayed a number of times due to ongoing modifications, revisions and clarifications, New Mexico educational institutions have been striving to come up to speed on what impact these regulations will have on their operations and what they need to do to ensure their compliance with the regulations as they become effective. Many of the CES members have come to the conclusion that they will have trouble complying with these new regulations without acquiring outside assistance in evaluating, modifying, implementing and managing their existing 403(b) and 457(b) plans in order to comply. A few CES members have put out a public solicitation to acquire this services and others have requested that CES on their behalf and as part of CES' cooperative purchasing program seek a provider who can provide products and services that meet the various CES member's needs and requirements to ensure their compliance with these new regulations as they become effective and are implemented.

**Categorical Scope of Work**

In response to its member request, CES is seeking a highly qualified provider who possesses the specialized knowledge, resources and experience in providing different types, kinds and levels of products and services necessary and requested by CES members to assist them in reviewing, analyzing and developing a strategy and plan of action to ensure their voluntary retirement benefit programs offered are in compliance with all IRS regulations. The level of and amount of services required by an individual CES member will depend on their individual needs and will vary from full administrative services to be performed for the recordkeeping of assets for their employees investments contributed to the voluntary investment plan (VIP) offered by the member, to third party auditing and administering of compliance of both the employer and employee as they jointly implement, contribute, withdraw, conduct and manage the individual employees' voluntary retirement accounts. The TPA is responsible for ensuring that the

member and its employees are in compliance with all IRS regulations. The products and services requested within this category have been broken down into two (2) areas.

## **Categorical Definitions**

**Annuity** - An alternative payment arrangement wherein a benefit based on the balance of credits in an account is paid in monthly installments as determined by the terms of the particular annuity selected rather than in a lump sum.

**Beneficiary** - Any person or entity receiving or entitled to receive a final benefit under the Voluntary Investment Program (VIP) upon the death of a member.

**Beneficiary Designation Form** - A form that specifies the beneficiary(ies) entitled to receive a final benefit upon the death of the participant.

**Benefit(s)** - An amount equal to the balance of credits in a member and/or participant's VIP account.

**Contractor's Representative** - The firm or Offeror's actual branch, department, division, or unit that will be providing resources and perform the services to individual CES members.

**Client Manager** - A person who is experienced in administration of deferred compensation plans.

**Community Property Division** - The court-mandated separation of a participant's accumulated contributions into separate accounts in the name of the participant and the participant's former spouse.

**Contractor's Representative** - The firm or Offeror's actual branch, department, division, or unit that will be providing resources and perform the services to individual CES members.

**Date of Funds Transfer** - The date used to calculate accrued interest.

**Death Benefit** - The benefit payable upon the death of the VIP participant.

**Disability Date** - The date a disability benefit becomes payable to a participant.

**Educational Retirement Board (ERB)** - The governing body of the New Mexico Educational Retirement System.

**Electronic Funds Transfer** - The transfer of money from one account to another through electronic means.

**Employee Contribution** - The amount withheld from the participant's salary by the employer as a contribution by the employee.

**Employer** - A public school district, college or university, community college, charter school or BIA school that employs persons to perform creditable service.

**Employer Contribution** - The amount that may be contributed by the participant's employer to the participant's account.

**Evaluation Committee** - Means a body constituted in accordance with CES' procurement policies to perform the evaluation of Offeror's proposals and to make a recommendation to the CES Executive Director. The committee will consist of CES staff, representatives of member institutions and other associated organizations such as NMSCA, NMASBO, NMPSIA and NMSBA. The Evaluation Committee is chaired by the CES Executive Director.

**Fiscal Year** - July 1 of a particular year through June 30 of the following year.

**Float Earnings** - All of the following:

1. Interest earned during the time funds are in transit between the Contractor and the investment firms;

2. Interest earned during the time funds are in transit between the investment firms and the Contractor; and
3. Interest earned between the time funds are drawn from a member or participant's account and the time a payment is issued.

Fund - Teachers' Retirement Fund.

**Hold Harmless Agreement** - Form allows one party to agree to protect another party against certain future claims.

**Internal Revenue Code (IRC)** - The Federal tax code.

**Participant** - If a New Mexico public employer elects to participate in the VIP and stipulates the personnel that can participate, then individuals who elect to join the program are called participants.

**Public Department of Education (PDE)** – Governmental agency responsible for K-12 education in the State of New Mexico.

**Public School Insurance Authority (NMPSIA)** – Governmental agency responsible for providing basic employee and employer insurance coverage for educational institutions within the State of New Mexico.

**Retirement** - Termination of all employment to perform creditable service with an approved application.

**Salary Reduction Agreement** - A document used to set up a VIP account and to notify both the Contractor and the employer of the participant's intent to participate in the program.

**The terms "must," "shall," "will," "is required," or "are required"** – Identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the Offeror's proposal.

**The terms "can," "may," "should," "preferably," or "prefers"** – Identify a desirable or discretionary item or factor.

**Viewer** - Anyone who has been given online access to data.

**Voluntary Investment Program** - The Plans administered by an individual New Mexico educational institution.

## Categorical Terms and Conditions

A. Solicitation Timelines – CES will make its best efforts to adhere to the following schedule of events.

- |   |                                    |
|---|------------------------------------|
| 1. Published RFP legal add  | Sunday 3/23/08 and 3/30/08         |
| 2. RFP documents will be available to prospective providers   | Monday 3/24/08                     |
| 3. Pre-proposal conference (optional, attendance not required) Lot–1 Recordkeeping of Assets Services | Wednesday 4/16/08                  |
| 4. Pre-proposal conference (optional, attendance not required) Lot–2 Compliance Services              | Wednesday 4/16/08                  |
| 5. Written questions submittal deadline   | Friday 5/2/08                      |
| 6. RFP proposal due date  | Friday 5/9/08                      |
| 7. RFP proposal evaluation and selection of short lists   | Monday 5/12 through Monday 5/26/08 |
| 8. Notification to shortlist vendors  | Monday 5/26/08                     |
| 9. Interview of finalist  | Wednesday 6/11 & Thursday 6/12/08  |

10. Preliminary award notice

Monday 6/23/08

11. Final award notice

Tuesday 7/1/08

- B. The Offeror through its response must demonstrate it possesses the qualifications, background, expertise and resources if awarded a contract to engage, develop, implement, conduct and manage a comprehensive program to provide the products and service covered by this category.
- C. If awarded a contract, the Offeror must establish and maintain the necessary resources to properly perform the services covered by this category.
- D. The policies, procedures and methodologies offered to the CES members must have been reviewed and found to be appropriate and adequate for the individual CES member's needs.
- E. Any technology solutions offered must be of the latest technology and have a proven track record of collecting, storing, managing, transmitting and tracking the various CES members' retirement plan information. The solution must meet or exceed industry standards for the following areas.
1. Contain features that allow user-friendly access by those parties needing access while protecting the privacy and confidential interest of the CES members and its employees.
  2. The necessary hardware, data storage, backup, disaster recovery and redundancy systems in place to allow for any interruption of service or down time to be less than twenty-four (24) hours.
  3. The solution offered must have the capacity to allow customization to meet current and future CES members' and their vendors' needs and requirements.
  4. The solution offered must possess the reporting capabilities to generate individual participants and employer detail reports such as account summaries by investment providers, all changes made during specific periods of time, contributions, disbursements, tax reporting, withholdings, etc.
- F. The Offeror must possess and maintain the necessary financial resources to fulfill their financial obligations and provide and perform services covered by this category.
- G. Offeror's Qualifications (Lot 1) – The Offeror must within their response provide the necessary proof, evidence, documentation and information required to demonstrate that they meet all of the following minimum qualifications to the satisfaction of CES and its evaluation committee in order for their response to be considered responsive and to be given further consideration for an award. Failure to satisfy any of the minimum qualifications will result in identifying the Offeror's response as being non-responsive and shall be rejected.
1. The Offeror must clearly identify and provide the necessary documentation to disclose any/all ownership and financial relationships with potential providers/vendors that may have a potential conflict of interest.
  2. Hold and maintain the necessary certifications, permits and licenses required to conduct, provide and perform the products and services offered in response to this lot in the State of New Mexico.
  3. As of March 1, 2008, the Offeror must have a minimum of \$500 million in total assets under administration, of which at least \$400 million is in plan administration of deferred compensation plans.
  4. As of March 1, 2008, the Offeror must have been providing full administration services to deferred compensation clients for a minimum of five (5) years.
  5. As of March 1, 2008, the Client Manager proposed for this engagement must have a minimum of five (5) years experience. Two (2) of these years of experience must be with the proposing firm in administration of deferred compensation plans.

6. As of March 1, 2008, all proposed key support personnel must have at least three (3) years of experience in administration of deferred compensation plans.
  7. As of March 1, 2008, the Offeror must offer an open architecture platform that is free of proprietary fund requirements.
- H. Offeror's Qualifications (Lot 2) – The Offeror must within their response provide the necessary proof, evidence, documentation and information required to demonstrate that they meet all of the following minimum qualifications to the satisfaction of CES and its evaluation committee in order for their response to be considered responsive and to be given further consideration for an award. Failure to satisfy any of the minimum qualifications will result in identifying the Offeror's response as being non-responsive and shall be rejected.
1. The Offeror must clearly identify and provide the necessary documentation to disclose any/all ownership and financial relationships with potential providers/vendors that may have a potential conflict of interest.
  2. Hold and maintain the necessary certifications, permits and licenses required to conduct, provide and perform the services offered in response to this lot in the State of New Mexico.
  3. As of March 1, 2008, the Offeror must provide compliance and administrative capabilities to at least twenty-five (25) public educational institutions nationwide and a minimum of eight thousand (8,000) employees.
  4. As of March 1, 2008, the Offeror must have a minimum of five (5) years of providing compliance and administrative services to public educational institutions and/or public agencies.
  5. As of March 1, 2008, principals and key personnel of Offeror must have a minimum of five (5) years of experience providing compliance and administrative services to public agencies.
  6. As of March 1, 2008, the Offeror must hold liability insurance equal to two (2) times the amount of assets it processes each month, as evidenced by submission of a copy of said insurance certificate.
  7. As of March 1, 2008, the Offeror must have at least three (3) years of experience providing common remitting services.

### **Categorical Required Responses**

Within this solicitation, there are two different categories and, within the category, there are different areas, lots which have different scopes of work and specifications. Depending on the category, areas and lots that you are responding to will depend on the information being requested. Therefore, it is the Offeror's responsibility to respond to, provide and enclose all of the required information, responses and documentation requested for the individual category/area/lots they are wanting to provide CES members with their products and services. For those items that are not applicable, please indicate "not applicable" within your response.

- A. Under Section I: Instruction to Offerors, Part F: Proposal Submission, Item 4; Vendor's Qualifications (page 9) behind Tab 4 of your response, provide the necessary responses, information and documentation as requested and required to demonstrate, verify, and justify that your firm possesses the knowledge, background, experience, capacity and ability to provide those products and services offered in response to this solicitation.

- B. Provide written biographical profiles of the key employees/consultants who will be responsible for servicing the various CES member accounts. Include their responsibility relative to the member's account, relative experience and tenure with your firm, and any other qualifications they may have. (CES members reserve the right to interview any Account Executive who would be primarily responsible for the member's account and reserves the right to accept or reject that individual and request the contractor to assign another). Place behind Tab 4.
- C. Provide three (3) New Mexico references for which your firm currently provides those services being proposed in response to this category. Since CES member range in size and complexity, references should be from a small, medium and large educational institution. Provide institution name, address, phone number and contact's name and position. Place behind Tab 4.
- D. In the last five (5) years, has your firm had to utilize your Errors and Omission coverage, and if so, provide a brief explanation of the event(s). Include a statement disclosing any claims made against your firm in the past 5 (five) years and nature of the disposition of such claims. Place behind Tab 4.
- E. For the category lot for which you are responding, describe your firm's resources and capabilities for delivering the services listed to the CES members with an outline of the proposed steps for developing and implementing the solutions you are offering: Lt 1: Retirement Plan Administration and Record-Keeping Services or Lot 2: Retirement Plan Third-Party Administrator Compliance Service. Areas covered may include, but not be limited to, communications, recordkeeping, common remitter and data transmission. Place behind Tab 5.
- F. Describe your firm's technology facilities and resources that will be made available to both members, their employees and providers to collect, manage and distribute retirement plan information during the implementation and execution of any of your solutions offered. Place behind Tab 5.
- G. Describe and provide information and sample documents for the various types, kinds and levels of educational information/materials/communications and training programs you will make available to CES member's administrative and payroll staff and program participants. This may include, but is not limited to, presentations, software, and printed materials that would help staff and individual participants with retirement plan administration financial and retirement planning. Place behind Tab 5.
- H. Describe any other resources, options, solution features, services and/or proficiency that, in your opinion, make your firm the best choice, most beneficial and cost effective provider that CES can make available to its members. Place behind Tab 5.

## **Area 1: Retirement Plan Administration and Record-Keeping Services**

### **Area 1 Scope of Work**

The products and services offered for performing the recordkeeping of employee' assets contributed and maintained in the employer' voluntary investment plan (VIP) may include, but are not limited to, the following areas.

- A. The Offeror upon contract award shall in conjunction with CES staff design, develop and prepare an assortment of products and services related to retirement plan administration and record-keeping which CES members may select from to meet their individual retirement program needs.

- B. The Offeror in conjunction with CES staff shall prepare program brochures, marketing and other promotional materials to be utilized to communicate, educate and assist individual CES members evaluate and assess their existing retirement program offered their employees are in compliance with current rules and regulations. Determine, if required, what actions need to be taken to resolve any non-compliance issues that are discovered.
- C. The Offeror shall put into place the necessary facilities, infrastructure, personnel and other resources necessary to respond to and fulfill requests for products and services needed by the member to successfully offer, conduct and manage a retirement program the meets their employees' needs.
- D. The Offeror shall provide highly qualified, certified, licensed and experienced retirement program consultants that possess the ability and skills to assist and advise CES members in all areas of retirement plan development, implementation and compliance. The consultants are expected to undertake, perform and complete in an expeditious, satisfactory and professional manner one or more of the following.
  - 1. Develop a full and complete understanding of employee retirement benefits offered by the District to its employees and consult with the member regarding the development and administration of all such employee retirement benefit plans.
  - 2. Assist in the overall design of the comprehensive Employee Retirement Benefit Program for individual CES members including: plan documents, rates and fees, administrative costs, benefits structure (and alternatives), administration procedures, and comparability to similar employers.
  - 3. Provide the individual CES members with 403(b) and 457(b) plan compliance services regarding, but not limited to, contribution limits, distributions, plan documents, tax laws and regulations.
  - 4. Provide the member's staff, employees and providers with technical support and assistance. Respond to questions and assist parties in obtaining clarifications from federal and state agencies when required.
  - 5. As requested by the member, the consultant shall from time to time inform the member of employee retirement benefit trends, new products and review existing plan to ensure that they meet the individual employee's needs.
  - 6. As requested by the District, prepare bid specifications (RFP's), "net of commissions", for the potential bidders. Upon receipt of bids, analyze and evaluate the bids. Provide, when requested, an abstract of the bids received and a recommendation for the selection of the insurer or plan.
  - 7. Provide CES member's staff and employees with ongoing training and educational opportunities relative to retirement benefit programs administration, management compliance and to help ensure proper communications between employees, insurers, vendors and member personnel relating to plan features and benefits, etc.
  - 8. Provide employee financial management education tools and resources.
- E. If required, provide a phone and web-based technology solution (single website and phone service center) to member's staff and employees whereby they may:
  - 1. Enroll in either or both plans
  - 2. Change their contribution elections
  - 3. Change their investment elections
  - 4. Request loans and withdrawals and
  - 5. Request distributionsProvide for:
  - 1. Administration of contributions subject to USERRA
  - 2. Correction procedures for excess deferrals

3. Review of vendor annuity contracts and custodial agreements
4. Procedures for calculating years of service
5. Calculation of includible compensation both pre and post EGTRRA
6. Integration of 403(b) and 457(b) plans
7. Monitoring of rollover and transfer activity
8. Monitoring Loan provision compliance

## **Area 1 Specifications**

- A. When engaged by a CES member, the Offeror shall schedule a meeting with the member to discuss, evaluate, assess and in conjunction with the member, develop a complete and detailed scope of work listing all of the products and services to be provided with their delivery timelines. As part of the individual project scope, the Offeror will clearly identify and have the member agree to what duties, responsibilities, obligations and liabilities for which each part will be held responsible. Once a contract has been executed, the Offeror shall:
  1. Begin the process of making themselves aware of, collecting and compiling the necessary background information in order to establish a plan of action for implementing, conducting, maintaining and administering a record-keeping solution to meet the CES member's retirement plan operation requirements.
  2. In conjunction with and the cooperation of both the CES member's staff and providers, coordinate, facilitate and oversee all of the tasks and activities required to administer the individual CES member's retirement plan in compliance with all federal, state and local policies, procedures, rules, regulations and requirements.
- B. Conversion and Record Set-Up - The Offeror shall work with the individual CES member and the current retirement plan provider(s) to convert the participant data and/or setup new accounts. The number of participants and the amount of their assets will vary depending on the size of the CES member.
- C. Training, Testing and Support – The individual CES member must have administrative log-ins and be able to access web reports and participant accounts on a daily basis. Data that should be accessible includes, but is not limited to:
  1. All items under Database Record Changes
  2. All items under Contributions
  3. Quarterly Statements
  4. All DistributionsTraining of staff outside of the CES member may be required in order for the record-keeper to interface with the members of other third party administrators. In cases where the member has an outside TPA, and, to the extent that the TPA wants to process participant contributions via a record-keepers online platform, the Offeror may need to train those TPAs. The Offeror shall provide training to member's identified staff, on how to use the Offerors's system. The Offeror shall conduct unit and integration tests on all customization developed to meet individual CES members needs and requirements. The Offeror, if required, shall also handle all implementation and hosting of the employee's and employer's data.
- D. Enrollment - Offeror must offer online enrollment (web-based), as well as paper-based enrollment forms for participants to sign up, even if such enrollment is completed by the participant, participant's advisor, or via telephone. Please note that CES members may be utilizing an outside TPA. The Offeror will enter the information from the paper-based forms received, which may be received at any time.

- E. Database Record Changes – CES members and their VIP participants will be in direct contact with the Offeror to set up new accounts and report contribution details and dollars. The Offeror shall maintain the following data for each participant:
1. Name;
  2. Social Security Number;
  3. Address;
  4. Telephone number;
  5. Date of Birth;
  6. Hire Date, if provided;
  7. Payroll Frequency;
  8. Investment Allocation for Deferrals;
  9. Beneficiary Information;
  10. Employer Name;
  11. Employer Address;
  12. Employer Contact;
  13. Employer Contact Telephone Number;
  14. Specific Worksite (if indicated);
  15. Classification: Retired, Terminated, Classified, Certificated, Administrator;
  16. Demographic Capability by State, District, Worksite; and
  17. Outside TPA, Identity of Advisor.
- F. Reporting of Contributions - Employers report VIP participant contribution line details as follows:
1. Participant Name;
  2. Participant Social Security Number;
  3. Participant Contribution Amount;
  4. Employer Name;
  5. Employer Plan Number;
  6. Contact Name; and
  7. Contact Telephone Number.
  8. Employers send contribution dollars directly to the contractor in a variety of formats. Contributions could come by a physical check, electronically from the district, or electronically from a TPA. The Offeror must be able to handle the receipt of contributions in a variety of formats. The Offeror shall perform a daily reconciliation of the participants' share balances to the share total for each investment fund, verify the share total by investment firm, value daily each participant's account, and prepare and file all reports as required under applicable state and federal laws. A Daily Valuation recordkeeping system is required and participants must have the ability for daily access via the internet and by telephone.
- G. Disbursements - Participants file their application directly with the Offeror for disbursement of their funds, except in cases where a CES member requires the process to go through them or their TPA. The participants can apply for a benefit in a lump sum distribution. Participants can also apply for in-service or hardship distributions. The Offeror shall withhold all taxes according to IRS regulations. All liability for such withholding and reporting will be the responsibility of the Offeror. The Offeror is expected to prepare and deliver 1099s to VIP participants. The Offeror shall also track minimum distribution requirements when the participant reaches age 70 1/2. The participant can also elect to have either a partial payment or partial rollover, or directly rollover the entire balance in their account to a qualified plan. The Offeror shall make distributions to beneficiaries when a participant dies. The Offeror shall divide assets upon receipt of a court-ordered Community Property Division.

The Record keeper must perform additional due diligence depending on the individual member of the participant to ensure approval from the member for any distributions (rollovers, loans, hardships, transfers, lump sums, etc.). This may include calling the member, the member's TPA, or including required signature lines on distribution forms. Online disbursement is allowed assuming the proper approvals have been granted by the respective CES member.

- H. Statements of Accounts - The Offeror shall print and mail quarterly account statements to all VIP participants within fifteen (15) business days after the end of the quarter. In addition, these statements should be made available online and through e-mail if the participant so chooses. Offeror shall make available copies of statements online or in electronic format to the individual CES members. Performance reporting must be included on each quarterly report. This reporting must be an industry accepted format.
- I. 1099-R and W2-P - The Offeror shall produce and mail all necessary 1099-R and W2-P statements for payments on a calendar year basis that conform to IRC requirements no later than January 31 each year for the preceding calendar year. The 1099-R and W2-P data shall be visible to CES members and participants through on-line access. The on-line access shall allow CES members and its participants to locally print the documents.
- J. Tax Reporting – The Offeror shall assist the CES member in the preparation and submittal of all state and federal employer tax reports that may be required.
- K. Additional Responsibilities
  1. The Offeror shall maintain copies of VIP records (beneficiary designation, asset allocations, etc). The copies may be maintained electronically as long as they are backed up. The Contractor shall maintain copies of all physical documents received or communications sent.
  2. The Offeror shall review legal documents as needed. The Contractor shall provide CES members with a contact name, telephone, facsimile number and email address for problem resolution.
  3. The Offeror shall set up a short-term investment fund account in order for the VIP to accrue float earnings.
  4. The Offeror shall provide CES members with a user-friendly method of performing a search of data field(s) such as name, social security number, and date of transaction. In addition, the Offeror shall provide members the ability to view and print regular and ad hoc reports on demand on a variety of local, on-site printers. The Offeror shall provide online access to designated CES member employees that allow for data search by name, social security number, fund, balance, and date of transaction. In addition, the Offeror shall provide CES members the ability to view and print regular and ad-hoc reports on demand.
  5. The Offeror shall make available to the CES member the capacity to export account balances by name and social security number to an Excel spreadsheet that can then be utilized by the member to prepare other reports that may be required.
  6. The Offeror must be able to provide an interface for an approved advisor that allows the advisor to view only his/her clients in the deferred compensation plan and to make trades and inquiries on behalf of his/her clients.
  7. The Offeror must have the ability to offer a self-directed mutual fund window which allows participants access to the lowest cost share class of any mutual fund for a flat percentage fee and rebates back all revenue sharing to the client. No front-end loads are to be charged, "A" share type products should be purchased at NAV.

8. The Offeror should offer the ability to connect to an online advice provider such as Morningstar, Financial Engines, or Guided Choice.
- L. Audit Requirements - The Offeror shall provide access to individual CES members' information, and all systems used to process that information, to individuals authorized in writing by member, including their internal and/or external auditor's staff. In addition, the Offeror shall have audit staff consistently evaluate all controls, systems, and risks associated with its services. The Offeror shall provide CES and its members with a report of the Offeror's annual SAS 70 audit that is prepared by an independent, certified public accounting firm. Individual member's IPA auditors will do an annual financial audit of the members and its employees' participation in retirement programs covered by this solicitation.
- M. Security - The Offeror shall support full system, function and field security. Each individual CES member shall provide and establish in conjunction with the Offeror definitions and limits for each viewer category. The Offeror and the CES member shall agree upon a definable time out capacity after which the Offeror shall automatically log viewers out of the application if there has been no activity.

The Offeror shall maintain a separate, off-site storage for backup files. The Offeror shall also have an alternative site for system backup and disaster recovery, with a maximum recovery time of as soon as administratively possible but no longer than 24 hours. Upon a member's request, the Offeror shall provide evidence that the backup system has been tested within the prior twelve (12) months.

- N. Communication - The Offeror shall be responsible for ensuring that there is appropriate and ongoing communication with both CES, its members and their employees as required to implement and conduct a successful program. The types and methods of communication utilized to meet this requirement may include, but is not limited to: fliers, letters, brochures email, voice messaging, telemarketing, individual and group meetings and presentations. CES and its member's staff shall have direct input in the design and functionality of the various types and methods utilized.

### **Area 1 Required Responses**

- A. Through written documentation, demonstrate that as of March 26, 2008, your firm had a minimum of \$500 million in total assets under administration, of which at least \$400 million is in plan administration of deferred compensation plans.
- B. Through written documentation, demonstrate that as of March 26, 2008, your firm has provided full administration services to deferred compensation clients for a minimum of five (5) years.
- C. Identify and provide the necessary documentation to demonstrate that the client managers that will be assigned to this contract have a minimum of five (5) years experience. Two (2) of these years of experience must be with your firm in administration of deferred compensation plans.
- D. Describe your firm's minimum qualifications for support staff and the type of orientation, training and quality control systems that are in place to insure their knowledge, understanding and competency relating to the administration of deferred compensation plans is maintained in accordance with industry standards.
- E. Provide a summary of audit preparation, annual recordkeeping, and custodial services which are necessary to the proper administration of the 403(b) & 457(b) plans. Please identify any such services that could not be provided directly or indirectly by your firm, and if not, the

provider(s) with whom you have a relationship to provide those services. (If your proposal is to use such provider(s), include applicable information regarding such provider's qualifications, background, experience and capacity).

- F. Provide documentation and written evidence relating to the amount of Errors and Omission coverage your firm carries. Include a statement disclosing any claims made against your firm in the past five (5) years and nature of the disposition of such claims.
- G. Describe your firm's capabilities in the area of placing, servicing and consulting CES members on their employee retirement benefits programs.
- H. Describe your firm's capability and ability to assist the CES members in their researching, reviewing, evaluation, selecting and implementing employee retirement benefit plans to meet their employee's needs, including any established technology or other established methods, processes, systems or other resources that makes your firm stand out from other providers.
- I. Through written documentation, demonstrate that your firm's technology infrastructure and data systems are of an open architecture platform and utilize the most current proven and tested technology.
- J. Describe in detail your firm's ability to use the internet for online information and services for plan participants and CES member administration.
- K. Describe your record keeping services and describe any recent and anticipated enhancements to your systems. What methods and options are available to transmit payroll data to your organization? How will you transmit reports back to the CES members? Describe the technology resource required and the personnel required to be provided by the member to assure program success.
- L. Describe how the following transactions are processed in your organization, focusing on how data is accepted, edited, and processed by your organization. Please indicate the time frame for each of these workflows. Describe the role of the district during each of these processes:
  - 1. Enrollment of Newly Eligible Employees
  - 2. Maintenance of Participant Data
  - 3. Changes in Deferral Percentages
  - 4. Rollovers
  - 5. Investment Transfers
  - 6. Vendor Changes
  - 7. Participant Loans
  - 8. Hardship Withdrawals
  - 9. 401(a)(9) Distributions
  - 10. Termination Distributions
  - 11. QDROs
  - 12. Limitation calculations under IRC §403(b)(2), §415, and §402(g)
- M. What options are available, if selected by a CES member to provide TPA services, that their employees would be able to use their current vendors or select an insurance, annuity, or mutual fund company of their choice?
- N. Do you assist the employer and its employees with processing of rollovers and vendor changes?
- O. Through written documentation, demonstrate that your firm has a SAS 70 audit performed by an independent accounting firm review and issue an opinion on your TPA program annually.

## **Area 1 Cost Considerations**

- A. CES and its members understand that the fee structure offered will depend on the various scopes of work that individual CES members may require. Therefore, the Offeror must clearly identify and describe in detail all of the various services with their options offered CES members under this solicitation.
1. Provide detailed fee and expense estimates for all services that you (or other entities described in your proposal) will provide (i.e. core/necessary services) or additional services your firm is offering to make available to CES members. The cost and/or fee structure offered must include any/all costs associated with initial program design, setup, implementation, ongoing administrative fees and other costs associated with completing compliance requirements.
  2. Include detail of fees charged by investment products required to administer the plan.
  3. Will your fee and expense estimates above change if matching contributions are added to the 403(b) and/or 457(b) plan?
  4. Under what conditions will your firm charge a separate set-up, transactional, or document fee?
  5. If applicable, include any consulting/training fees and reimbursable costs your firm will charge to perform and conduct on-site visits (if requested) at all CES members' locations for the following activities.
    - a. Annual visits to assist members in reviewing, assessing, evaluating and reporting program progress in meeting program's scope of work, members' goals, objectives and expectations.
    - b. Visits to train and support the members' payroll staff in the implementation and operation of the solutions offered.
    - c. Visits to assist members in addressing and responding to either providers', employees' and/or IRS problems that may arise during the contract term.
- B. If offered, identify and describe any alternative fee and cost structures that you may want CES and its members to consider with all of their terms, conditions and stipulations.

## **Area 2: Retirement Plan Third-Party Administrator and Compliance Audit Services**

### **Area 2 Scope of Work**

The services offered under this lot may include, but is not limited to, the following:

The Offeror upon contract award shall in conjunction with CES staff design, develop and establish type, kind and level of services with all of their terms, conditions, stipulations and requirements necessary to offer and support CES members, in administering, fulfilling their obligations and conducting their voluntary retirement plans in accordance with all local, state and federal policies, rules, regulations and laws.

### **Area 2 Specifications**

The third party administrator (TPA) services offered for compliance with IRS regulations relating to 403(b), 457(b) plans. The services will be established and branded as a CES program

and offered only to New Mexico public agencies authorized to participate in the CES cooperative purchasing program. Any firm awarded under this lot will NOT be allowed to offer investment options and/or provide participants with account record-keeping services. The services offered in response to this lot may include, but are not limited to, the following:

- A. When engaged by a CES member, the Offeror shall schedule a meeting with the member to discuss, evaluate, assess and, in conjunction with the member, will develop a complete and detailed scope of work listing all of the services to be provided with their delivery timelines. As part of the individual project scope, the Offeror will clearly identify and have the member agree to what duties, responsibilities, obligations and liabilities for which each part will be held responsible. Once a contract has been executed, the Offeror shall:
  1. Begin the process of making themselves aware of, collect and compile the necessary background information in order to investigate and determine what policies, procedures and plan documents are in existence and what individual investment products are currently being offered and those that may have been offered but are no longer part of the current offering.
  2. Develop and prepare a summary of their investigation and finding with suggested policy, procedure and plan modifications necessary to move the member into compliance with current IRS regulations. In addition, the member may have previously used one or more TPAs, and a conversion of prior records of compliance may need to be reviewed and evaluated and findings reported and suggested corrective actions provided for the member's review and action.
  3. Provide the necessary assistance to acquire, compile and organize all of the CES member's plan documents for legal review and determine their status and compliance with current local, state and federal regulations. The Offeror's consultants work with the member and its provider to create, correct, modify and/or adopt the necessary documents in order to become compliant.
  4. Work in conjunction with the member on an ongoing basis to process, organize and store salary reduction agreements and receive and process all paperwork relating to the member's deferred compensation (DC) plans unless the member has in place an alternative system that still allows for complete compliance.
  5. If requested by the member, offer a common remitting service as an optional service which the member may take advantage of in order to automate as many of the functions as possible and utilize electronic money transfers when possible. In addition, the Offeror MUST be able to track where the money ENDS so as to ensure complete compliance with IRS regulations and provide security to the member and its employees. If a common remitter system is utilized, the Offeror shall include and maintain the following data for each participant which will be obtained in cooperation with the member's payroll department and/or other entities which may be involved with the member's voluntary retirement program.
    - a. Basic Information
      - 1) Name;
      - 2) Social Security Number;
      - 3) Address;
      - 4) Telephone number;
      - 5) Date of Birth;
      - 6) Hire Date, if provided;
      - 7) Payroll Frequency;
      - 8) Employer Name;
      - 9) Employer Address;

- 10) Employer Contact;
  - 11) Employer Contact Telephone Number;
  - 12) Specific Worksite (if indicated);
  - 13) Classification: Retired, Terminated, Classified, Certificated, Administrator;
  - 14) Demographic Capability by State, County, County Office, District, Worksite
  - 15) Advisor Connection (Yes or No, Identity of Advisor);
  - 16) Vendor;
  - 17) Specific Product of Vendor
  - 18) If possible, Account Number of Vendor;
  - 19) Outstanding Loans;
  - 20) Previous Hardship Withdrawals; and
  - 21) Other pertinent data which the IRS requires.
- b. Contributions Reporting – The Offeror shall report the following information, at a minimum, to the vendors approved by the deferred compensation plan when sending contributions to those vendors:
- 1) Participant Name;
  - 2) Participant Social Security Number;
  - 3) Participant Contribution Amount;
  - 4) Employer Name;
  - 5) Employer Plan Number;
  - 6) Contact Name; and
  - 7) Contact Telephone Number.

TPA should have the ability to upload the above information to vendors who are able to accept contributions electronically and have systems in place to receive contribution information electronically.

6. In conjunction with the CES member, develop and establish the necessary communication vehicles required to inform and communicate with plan's participants regarding all aspects of the member's retirement plan features, guidelines, operations and requirements, as needed.
7. In cooperation with the member and its providers, establish and implement procedures to monitor all disbursements from the plan including loans, hardships, transfers, removal of excess, rollover and Quality Domestic Relations Orders (QDRO). The Offeror shall be the INITIAL point of contact for any disbursement from the plan and must approve all disbursements regardless of vendor.
8. In conjunction with CES member's staff and legal counsel, draft a hold harmless agreement that seeks to protect CES, its members and their employees while ensuring that reasonable limitations are in place that don't arbitrarily exclude firms.
9. Assume the following additional responsibilities:
  - a. Offeror shall maintain copies of all physical documents received or communications sent. It is preferable that all physical documents be archived digitally and made available to the CES member.
  - b. Offeror shall review legal documents as needed. The Offeror shall provide the CES member with a contact name, telephone number, facsimile number and email address for problem resolution.
  - c. Offeror shall provide the CES members' authorized individuals access to the necessary information, and all systems used by the Offeror to monitor and process participants' and vendors' information. In addition, the Offeror shall have audit staff consistently evaluate all controls, systems, and risks associated with its services provided to the CES member. The Offeror shall provide CES and its

- members with a report of the Offeror's annual SAS 70 audit that is prepared by an independent, certified public accounting firm.
- d. Offeror shall put into place all necessary policies, procedures and controls necessary and required to insure the protection and privacy of payroll and personnel information covered by local, state and federal rules, regulations and laws. Upon request by CES and/or its members, the Offeror must be willing and able to provide evidence that such controls are in place and being monitored.
- E. Offeror shall on an ongoing basis communicate to the CES member, its employees and participating vendors of any compliance issues and/or concerns that may arise and consult with and advise the interested parties on how to resolve the compliance issue.

## **Area 2 Required Responses**

- A. Provide the necessary documentation to demonstrate their firm's ability to meet CES members' needs by providing the number of clients to whom your firm currently provides compliance and administrative services. Provide a listing of New Mexico clients.
- B. Provide documentation and written evidence relating to the amount of Errors and Omissions and liability insurance coverage your firm carries and include a statement disclosing any claims made against your firm in the past five (5) years and nature of the disposition of such claims.
- C. Through written documentation, demonstrate that the firm has a minimum of five (5) years of experience providing compliance and administrative services to educational institutions and/or public agencies.
- D. Through written documentation, describe and demonstrate your firm's capacity and available resources to offer and provide common remitter services to meet CES members' needs in accordance with the specifications of this lot. Does your company require data to be sent in a specific format? What type of devices can be used (tape, disk, telephone transfer, internet, etc.) Provide a listing of New Mexico educational institutions and/or public agencies your firm is currently providing common remitter services.
- E. Describe in detail your firm's ability to use the internet and online information systems and services to assist and communicate with and between CES members and their employees for compliance and administrative services.
- F. Describe the methods and processes your firm utilizes to insure that your employees assigned to perform employer sponsored retirement plan benefits program audits are highly qualified, experienced and current on all federal, state and local rules, regulations and requirements.
- G. Describe the audit processes and testing methods utilized to audit and insure compliance in the following areas.
  - 1. Plan assets fairly valued
  - 2. Plan obligations are properly identified, stated and described
  - 3. Participants' contributions to the plan were properly recorded and timely submitted
  - 4. Plan document review, recordkeeping system audits, participants' account audits and employer internal controls are in accordance and compliance with the terms of the plan documents and federal regulations
  - 5. Any transactions prohibited under ERISA were properly identified and remediated
  - 6. Participants' accounts are fairly stated
  - 7. Plan distributions properly processed and made in accordance with plan terms
- H. Do you provide compliance for Universal Availability? If yes, how?
- I. How often will your firm review employee data for MAC compliance?

- J. Do you provide compliance testing for catch-up provisions?
- K. Discuss and communicate what characteristics and attributes your firm possesses that makes your firm the most advantageous and cost effective solution for CES members.
- L. Clearly identify the various locations in which your firm will be providing consultants and data information services. If services are not provided in locations within the State of New Mexico, explain why CES and its members should not be concerned.
- M. Based upon the above response (h), provide the name, title, work location and designated responsibility for the professional(s) who will provide services onsite to CES members under this lot. In addition, is there additional staff available and capable to solve most problems and/or questions arising from a number of members at the same time?
- N. Provide samples of plan documents, policies and administrative procedures that you have made available to current clients to meet their individual needs.
- O. After completing your initial compliance review and establishing a compliance program, is the Employer held harmless from taxes, interest, and penalties? If not, what assurance does your company give the Employer that they are in compliance and that your insurance will cover the Employer in the event an IRS penalty is applied? What guarantees do you provide the Employer regarding the accuracy of collected data used to meet IRS Compliance guidelines?
- P. Do you provide counsel for IRS audit? Do you have a process in place for IRS voluntary compliance?

## **Area 2 Cost Considerations**

- A. CES and its members understand that the fee structure offered will depend on the various scopes of work that individual CES members may require. Therefore, the Offeror must clearly identify and describe in detail all of the various services with their options that it chooses to offer CES members under this solicitation. The cost and fee structure offered must include any/all costs associated with initial program design, setup, implementation, ongoing administrative fees and other costs associated to completing compliance procedures.
- B. Identify and describe any costs associated with any software solutions and/or technology resources required to implement, conduct and properly report employee enrollment, contributions, disbursements and other related transactions.
- C. Provide applicable consulting/training fees and reimbursable costs your firm will charge to perform and conduct on-site visits (if requested) by CES members for the following activities:
  1. Initial retirement plan investigation, review, evaluation and reporting of findings and recommendations to the CES member regarding plan documents, provider contracts, data processing systems, program operation, employee and employer compliance.
  2. Annual visit to assist members in reviewing, assessing, evaluating and reporting program progress in meeting program's scope of work; members' goals, objectives and expectation; employer, employee, provider and program compliance.
  3. Visits to train and support the members' payroll and administrative staff in the implementation and operation of their retirement benefit programs.
  4. Visits to assist members in addressing and responding to providers, employees, employers and/or IRS problems that may arise during the contract term.

### **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, **May 9, 2008**, either hand delivered to the agency offices, 4216 Balloon Park Rd NE, Albuquerque, NM 87109-5801, or by mail at the same address. One (1) original of the proposal and supporting documentation must be included and submitted in a binder. No oral, telephonic or facsimile of any proposal or proposal modifications will be considered.
- C. **PROPOSAL REVIEW**: Commencing on Monday, **May 12, 2008**, proposals will be reviewed by the Executive Director and an evaluation committee designated by CES.
- 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 in the RFP. To be considered responsive, a proposal must reasonably and substantially conform to all of the specified requirements in the RFP in the judgment of the evaluation committee. Any deviation from requirements indicated herein must be stated on an attached sheet(s). Otherwise, it will be considered that proposals are in strict compliance with all requirements, and any successful vendor will be held responsible therefore. Deviations or exceptions stipulated in vendor responses, while possibly necessary in the view of a particular vendor, may result in a penalty assessment being assigned during the evaluation process. Language to the effect that the vendor does not consider this proposal to be part of a contractual obligation will result in that vendor's proposal being disqualified. Due to the unpredictable nature of what any particular vendor may wish to stipulate with regard to exceptions, exclusions, or limitations of liabilities, vendors are forewarned that CES reserves the right to assign any penalties it considers warranted. Terms of the RFP that any vendor considers particularly unwarranted, and to which that vendor would have to take significant exception in his response, should be stated in the proposal clearly and concisely as exceptions and/or deviations.

CES reserves the right to "shortlist" and conduct interviews with the shortlisted candidates or, at its sole discretion, to waive the shortlist process and make a direct selection based on the materials presented in response to this RFP. If CES elects to interview the shortlisted candidates, they will be notified within 21 calendar days after the receipt of proposals and an interview schedule will be developed.

If CES elects to make a selection without the benefit of interviews, all respondents will be notified as to the successful respondent within 30 calendar days of the RFP due date. Final negotiations will then be conducted with the successful respondent to this RFP. If the negotiations are successful and result in a contract, no further notification will be issued. If not successful, then the second ranked candidate will be contacted for further consideration, and all respondents will be notified.

**Category 1:**

Part 1:	Vendor Qualifications (Section I: Instructions to Offerors, Part E: Proposal Submittal, Paragraph 4) – 250 Total Points
10 points	4.a Firm’s Overall History Background (Item 4.a)
40 points	4.b Organization, Location, Quality of and Available Workforce, Resources and Capacity to Perform
10 points	4.c Licensing and Certifications
35 points	4.d Subcontractors/Partners
35 points	4.f Past Performance and Experience in Providing Proposed Services
20 points	4.g Insurance, Claims, Suits and Disputes
15 points	4.h. Financial Resources and Stability
15 points	4.I Offeror’s Support for CES and Its Members
30 Points	4.j. Quality Control and Assurance
30 Points	4.k. Added Value to CES Members
10 Points	4.l. Support for Sales Agents/Representatives

Part 2: Evaluation Criteria for Areas – 500 points

150 points	<u>Area 1 – Section 125 Products and Services Excluding Costs</u>
175 points	<u>Area 2 – Retirement and Alternative Deferred Income Plans Products and Services Excluding Costs</u>
75 points	<u>Area 3 – Other Voluntary Benefits Products and Services Excluding Costs</u>
100 points	<u>Area 4 – Related Services – Products and Services Excluding Costs</u>

Part 3: Cost – 250 points

Pre-Interview Total – 1000 points

Part 4: Interview for Shortlisted Offerors – 300 points

**TOTAL EVALUATION POINTS POSSIBLE FOR SHORTLISTED RESPONDENTS – 1,300 POINTS**

## Category 2:

- Part 1: Vendor Qualifications (Section I: Instructions to Offerors, Part E: Proposal Submittal, Paragraph 4) – 350 Total Points
- 45 points 4.a Firm’s Overall History Background (Item 4.a)
  - 45 points 4.b Organization, Location, Quality of and Available Workforce, Resources and Capacity to Perform
  - 20 points 4.c Education/Training, Certifications and Licensing
  - 35 points 4.d Subcontractors/Partners
  - 40 points 4.f Past Performance and Experience in Providing Proposed Services
  - 20 points 4.g Insurance, Claims, Suits and Disputes
  - 20 points 4.h. Financial Resources and Stability
  - 15 points 4.i Offeror’s Support for CES and Its Members
  - 40 Points 4.j. Quality Control and Assurance
  - 30 Points 4.k. Added Value to CES Members
  - 10 Points 4.l. Support for Sales Agents/Representatives

Part 2: Evaluation Criteria for Areas – 400 points

200 points **Area 1 – Retirement Plan Administration and Record-Keeping Services**

200 points **Area 2 – Retirement Plan Third-Party Administrator Compliance Service**

Part 3: Cost – 250 points

Pre-Interview Total – 1000 points

Part 4: Interview for Shortlisted Offerors – 300 points

TOTAL EVALUATION POINTS POSSIBLE FOR SHORTLISTED RESPONDENTS – 1,300 POINTS

### E. NEGOTIATIONS

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

### F. COST CONSIDERATIONS

The negotiated contract between CES and the vendor will be for a firm, fixed perineum/fee schedule with indefinite quantity and financial considerations (revenues [rebates]/fees) that

may be stipulated. CES will not be liable for any costs in preparing the proposal application or for an interview session.

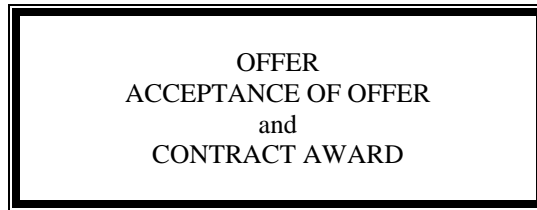
G. IMPORTANT NOTICE TO OFFERORS

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 New Mexico public educational institutions 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.

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

**PROJECT: Qualified Provider for Supplemental Employee Benefit Products and Services**



**OFFER TO BE COMPLETED BY VENDOR**

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

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

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

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

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

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

The parties intend this contract to constitute the final and complete agreement between agency and vendor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, will bind any of the parties hereto. No change or modification of this contract will be valid unless it is in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract will not be affected thereby. The term of the agreement will commence on award and continue until July 1, 2009 unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods ending, July 1, 2012.

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

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

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

AGENCY  
SEAL  
or  
STAMP

**AFFIDAVIT**

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

\_\_\_\_\_  
Authorized Representative (Please print or type)

\_\_\_\_\_  
Position (Please print or type)

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

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

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

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

\_\_\_\_\_  
By: Signature of Authorized Representative      Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public in and for County of \_\_\_\_\_, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_

**Cost Proposal Submission Form**

It is understood that each respondent's cost proposal will indicate the associated costs to either the employer and/or employee required to obtain and deliver the necessary equipment, services, supplies, and other commodities required to meet the terms, conditions and specifications of this solicitation. If you have a printed price list or other pricing information, it should be placed behind Tab 6.

Fee and price schedules and structure offered should take into account and consideration all of the products and services offered with their options and variations. Due to the cooperative aspect of this solicitation and the potential client base, the Offeror is encouraged to think outside of the box and propose innovative fee and cost options.

Fee and price schedules should cover all of the variables and options offered within the solutions and alternative offered. CES and its members reserve the right to negotiate final price schedules and structure.

Through a written narrative and other documentation, clearly identify and state how you propose the cost of the products and services offered should be paid for either by the providers, CES member or their employees. Place behind Tab 6.

# 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.*

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Printed Name and Title

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Signature (should match cover signature)

*I accept the additional Categorical Terms and Conditions and Area Terms and Conditions except as listed below.*

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Signature (should match cover signature)

**OFFEROR'S SUPPORT FOR CES PRICES**

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

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

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

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

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

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

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

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

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Signature (must match signature on cover sheet)

---

Title

**INSTRUCTIONS FOR COMPLETION OF PRICE PAGES**

1. Before you begin, design and develop the solutions you wish to offer.
2. All pricing must conform to industry standards, meet and comply with all local, state and federal rules, regulations and requirements. Identify any special terms, conditions, stipulations and requirements relating to each of the areas identified herein. Please insure the following items are addressed.
  - A. Product and Services Offered
  - B. Product and Service Descriptions
  - C. How does the proposed price schedule(s) compare with normal and customary retail or standard Education/Government prices
  - D. Why do you feel the Price Schedules offered are advantageous to CES and its members
  - E. Any Special Pricing (bundles, time-limit sales, etc.)
  - F. Marketing, Consulting, Presentation and Seminar Costs, if any
  - G. Mileage/Travel Costs, if any
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.**

**SUBMISSION CHECK-OFF FORM**

**In order for CES to clearly understand the proposal being presented by the Offeror, a complete response to this RFP must contain the following. It is suggested that the vendor preparing a response check off each required item as it is completed.**

- \_\_\_\_\_ 1. The signed Offer, Acceptance of Offer and Contract Award cover sheet has been completed (page 68)
- \_\_\_\_\_ 2. The signed Affidavit (page 69)
- \_\_\_\_\_ 3. Certificate of Insurance (page 11)
- \_\_\_\_\_ 4. Provided the required written responses and documentation requested under the items referenced under Vendor Qualifications (pages 9-14)
- \_\_\_\_\_ 5. Provided the necessary written responses to each item requested under Categorical Required Responses. (Will differ depending on category responding to)
- \_\_\_\_\_ 6. A point-by-point response to each requested item to which the Offeror is responding under the Required Area Responses
- \_\_\_\_\_ 7. A list of any additions, exemptions or modifications of terms and conditions (page 71)
- \_\_\_\_\_ 8. Proposed Fee and Price Schedule of the products / services offered (page 70)
- \_\_\_\_\_ 9. All miscellaneous forms that apply
- \_\_\_\_\_ 10. Offeror's Support for CES Prices (page 72)
- \_\_\_\_\_ 11. Copy of all licenses
- \_\_\_\_\_ 12. Appendix with catalogs, slicks, model information, etc.
- \_\_\_\_\_ 13. Required electronic copy (exact duplicate) of proposal response as submitted.
- \_\_\_\_\_ 14. Signed Submission Check-Off Form (page 74)
- \_\_\_\_\_ 15. **All proposals must be submitted in a sealed envelope marked "SEALED PROPOSAL – RFP 2008-012" on the front of the envelope**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**