

COOPERATIVE EDUCATIONAL SERVICES

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

REQUEST FOR PROPOSALS
(RFP)

RFP Issue Date **Monday, October 22, 2007**

RFP Number: RFP 2008-003

RFP Issue Date: Monday, October 22, 2007

RFP Commodity Titles:

Code	Category	Title
915-003	1.	Asbestos Re-inspection
020-003	2.	Ground Equipment
960-013	3.	School, Family and Community Consulting, Tutoring, Outreach, Support and After-School Programs
962-012	4.	Janitorial Services
445-104	5.	Hand Tools
450-116	6.	Hardware, Building Supplies and Tools
450-117	7.	Web Based Electronic Supply Catalog

RFP Due Date **Friday, December 7, 2007**

Day / Date: Friday, December 7, 2007

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 4/10ths of a mile west. Turn left on Balloon Park Road NE. The CES offices will be the third building on the left. The office manager will receive proposals.

RFP Content Overview

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

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

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

Legal Advertisement

ADVERTISEMENT FOR PROPOSAL

Cooperative Educational Services, 4216 Balloon Park Road NE, Albuquerque, NM 87109, will receive sealed proposals until 1:30 p.m. local time, Friday, December 7, 2007, for: Catalog 1) Asbestos Re-inspection; 2) Ground Equipment; 3) School, Family and Community Consulting, Tutoring, Outreach, Support and After-School Programs; 4) Janitorial Services; 5) Hand Tools; 6) Hardware, Building Supplies and Tools; 7) Web-Based Electronic Supply.

All proposals must be submitted in a sealed envelope marked "SEALED PROPOSAL –RFP 2008-003" 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, email (bids@nmedu.org) or by telephone (505-344-5470) from 8:30 a.m. to 4:30 p.m., Monday-Friday, except holidays.

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

/s/ Max Luft,
Executive Director

PUBLISH: Sunday, October 21, 2007
Sunday, October 28, 2007

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

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TABLE OF CONTENTS

	<u>Page</u>
I. <u>INSTRUCTIONS TO OFFEROR</u>	
A. Introduction.....	6
B. Examination of Documents.....	6
C. Questions.....	6
D. Proposal Submission.....	6
1. Preparation of the Proposal.....	6
2. Format of the Proposal.....	7
3. Contents of the Proposal.....	7
4. Contractor Qualifications.....	8
E. Listing of General Terms and Conditions.....	11
II. <u>SCOPE OF WORK AND SPECIFICATIONS</u>	
A. Scope of Work.....	29
B. Duties of the Contractor.....	29
C. Duties of CES.....	29
D. Specifications.....	30
E. Listing of Categories.....	30
Category 1 Asbestos Re-inspection.....	31
Category 2 Grounds Equipment.....	40
Category 3 School, Family and Community Consulting, Tutoring, Outreach, Support and After-School Programs.....	48
Category 4 Janitorial Services.....	59
Category 5 Hand Tools.....	77
Category 6 Hardware, Building Supplies and Tools.....	84
Category 7 Web-Based Electronic Supply Catalog.....	90

Table of Contents, continued

Page

III. CONDITIONS LEADING TO AND INCLUDING CONTRACT AWARD

A. Contract Form	94
B. Proposal Submission.....	94
C. Proposal Review	94
D. Evaluation Factors	94
E. Negotiations	95
F. Cost Considerations	95
G. Important Notice to Offerors	95

IV. PROPOSAL FORMS

A. Offeror Declaration (Form A).....	96
B. Offer, Acceptance of Offer and Contract Award (Form B).....	98
C. Affidavit (Form C).....	99
D. Indefinite Quantity Unit Price Schedule (Form D).....	100
E. Acceptance of Terms and Conditions (Form E)	102
F. Support and Maintenance Plans (Form F)	103
G. Offeror’s Support for CES Prices (Form G).....	104
H. Questionnaire for Offeror (Form H)	105
I. Manufacturer’s Representative Form (Form I).....	107
J. Instructions for Completion of Price Pages (Form J)	108
K. Comments on Multiple Award and “Most Favored Customer” Contracts (Form K)...	109
L. Submission Check-Off Form (Form L)	110

SECTION I INSTRUCTIONS TO OFFERORS

A. INTRODUCTION

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

B. EXAMINATION OF DOCUMENTS

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

C. QUESTIONS

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

D. PROPOSAL SUBMISSION

1. Preparation of the Proposal

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

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

2. Format of the Proposal

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

3. Contents of the Proposal

In order to ensure that every proposal receives a fair evaluation, it is required that each Offeror organize its proposal in the following manner and provide a electronic copy in the format as listed in Section I, D, 2, d:

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

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

- Tab 1: The Offer
- Signed Offer and Acceptance, (Form B) (page 98)
 - The RFP Affidavit, (Form C) notarized signature required (page 99)
 - Offerors Declaration, (Form A) Form (page 96)
- Tab 2: Introduction
- Executive Summary (a one-page description of what you are proposing on this contract)
- Tab 3: General Terms and Conditions

- Terms and Conditions, Section I-E (copy of each page in order)
 - Acceptance of Terms and Conditions, Form E (first line must be signed RFP page)
- Tab 4: Contractor Qualifications
- Answers to Questions from Section I-D-4 questions a-j (pages 8-10)
- Tab 5: Category
- Categorical Terms and Conditions page(s) only for your category (copy of each page in order)
 - Acceptance of Categorical Terms and Conditions (Form E).
 - Required Categorical Responses for your category (written response to every part)
- Tab 6: Cost Quotation
- Prices for category
 - Additional price information, price sheets from RFP
- Tab 7: Required Forms
- Offeror's Support for CES Prices, Form G (page 110)
 - Questionnaire for Offeror, Form H (pages 111-112)
 - Support and Maintenance Plans, Form F (page 109)
 - Manufacturer's Representative Form, Form I (page 113)
- Tab 8: Additional Information
- Additional information that you wish to include
 - Additional support pages requested in each specific category
- Tab 9: Submission Check-off Form
- Make certain everything is included, and then sign Form L (page 116)
- 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, December 7, 2007, at 1:30 p.m. local time.

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

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

4. Offeror Qualifications

All proposals must contain answers or responses to the 10 items listed below. Any Offeror failing to answer these questions completely may be considered non-responsive. Please arrange your responses by placing them after Tab 4. One essential part of the evaluation process is for the evaluators to have information about the company being evaluated. For the evaluators to know if the proposal being read is within the capability of the Offeror, factual

information about the Offeror is vital. After the evaluation process is finished and a contract is awarded, the information may be provided to the CES members considering the purchase. This is your opportunity to present your company to those interested evaluators and, if awarded, member staff of our members.

- a. Write a brief history of your company that includes its philosophy of doing business. Generally, CES will not accept an offer from a business less than three (3) years old or which has failed to establish a proven record of business. If the Offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification. CES reserves the right to accept or reject newly formed companies solely based on information provided in this response and from its own investigation of the company. Since any contract awarded by CES is a recommendation to members to do business with the contractor, organizations with little or no demonstrated ability to perform may be placing members at risk.
- b. Indicate where the headquarters of the company are located. Provide address, city, and state, and if there are branch offices in New Mexico, please also supply those. Note how long your company has provided these services/products in New Mexico. If you are offering after-sales services to CES members, state the qualifications of your service staff. Provide the name, title, qualifications and experience of the key people who will support this contract. Describe your service facilities in terms of square feet, service equipment, number of technicians, inventory in stock, and service response time.
- c. Almost every business has professional organizations and associations that provide standards and/or produce evaluations/comparisons for sales use and for other competitive purposes. If any of the products/services you are offering have received an evaluation by any of these groups, and they have issued a report of their findings or any awards or nominations for excellence, provide or cite that documentation. If the products you offer in this contract meet or exceed industry standards, please submit copies of the reports and a written narrative describing the standards and/or awards your products/services or company has received. Also, place copies of articles, sales slicks, catalogs, news clippings or news bulletins that describe these awards and standards after Tab 10.
- d. Contractors for products and services offered on this contract must be factory authorized dealers, distributors or agents with the ability to offer products and services in New Mexico. Include written evidence of factory authorization, either by letter from the manufacturer stating the terms, conditions and authority to speak for it, or by a copy of your franchise/contractual agreement. If you are a manufacturer, describe who, from where, if or how, you will provide and support your dealer network with this contract, or if you will sell directly to CES.
- e. A major problem often facing companies awarded a CES contract is rapid growth followed by cash flow difficulties. For purposes of evaluation, attach a letter from your financial institution that indicates the line of credit available to you. This letter does not need to identify a dollar amount. Instead, a credit range should be indicated. (For example, "credit in the low six figures" or "a credit line exceeding five figures.") Indicate if you will assign payments to financial institutions. Please name any financial institutions that you may use for assignments or for factoring. If you enter into any assignment agreements, will you sign a notarized power of attorney that grants the company receiving the assignment the right to endorse payments from CES? Please attach a sample assignment or factoring agreement with your proposal if you intend to use these financial services. The fact that a company uses these services will not reflect

- on the credit stature of the CES contractor. Since CES requires a 45-day term rather than the more traditional 30 days, such payment arrangements may be necessary.
- f. Describe your company's policies and procedures in regards to complying with the New Mexico State mandated security and background checks for individuals working and providing services within public school buildings. Please provide a sample of the type of background check that you are willing to perform for these purposes.
 - g. Unfortunately, the United States of America is now a very litigious society. Provide with this RFP a certificate of verification of insurance listing minimum and maximum coverage for liability, vehicle and property damage. CES is not asking you to acquire additional or special insurance for this contract. CES needs proof that you are insured. Before any work can commence, you must provide a certificate that names CES as a certificate holder. Normally, this is a free service provided by an insurance company. See the insurance requirements in Section 1-E, LISTING OF THE GENERAL TERMS AND CONDITIONS.
 - h. CES is the administrative agency of the Joint Powers Agreement to Establish an Educational Cooperative. Its members are the public educational institutions in New Mexico. Our sole purpose is to support these institutions in their day-to-day procurement. Describe in writing your ability, willingness and means to sell, deliver and provide support to the educational agencies in New Mexico. No offeror will be denied a contract simply because sales are limited to New Mexico. However, CES will not enter into a contract with a contractor who has an existing contract that would be more advantageous than a CES contract to sell/provide goods and services to New Mexico agencies. Do you currently have or plan to have such state contracts, that is, SPD with the State Procurement Division? If so, why do you wish to secure a CES contract, and how would the CES contract be more advantageous in pricing or other services over other cooperative contracts?
 - i. It has been CES' experience that a gap exists between the management (those who respond to RFPs) and sales staff (those who contact the schools and political subdivisions) which results in problems. Will your sales staff sell a product or service to a CES member that it knows will not meet the member's needs? What training does your sales staff have that gives you confidence in their ability to serve the needs identified in RFP 2008-003. Name your key sales people who will be assigned this contract and provide a brief description of each person's qualifications that includes title, work experience, educational background and related skills.
 - j. Although CES is not required to base an award strictly on the lowest price, any time one contractor charges more than another for a product or service, justification is needed. Every CES contract must be for the public good, not for the benefit of a contractor. Having said that, however, CES is totally committed to two basics in the American way of business: profit and competition. Please provide, in writing, reasons why your products and goods are worth the prices or fees you are charging. List any "added value" received by the customer when purchasing through you rather than a competitor, and report whether your major benefit is price alone.

E. LISTING OF GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificate of Insurance: Prior to commencing services under this contract, the contractor must furnish CES certification from insurer(s) for minimal coverage, to be maintained in full effect during the term of this contract. The certificate will be issued by the contractor's insurance

company and name CES as the certificate holder. In addition, contractor must be willing to provide, upon request, certification of insurance to any CES member using this contact. If the contractor will use vehicles and workers at the member's location, evidence of workmen's compensation and auto liability insurance must be provided.

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

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

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

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

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

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

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

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

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

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

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

Contract Type: Indefinite quantity with:

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

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

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

Contractor Invoice: Contractor will invoice CES after delivery of goods and/or services. Goods and services will be invoiced at applicable contract prices, less the CES one percent (1%) administration fee and not to exceed the amount of the CES purchase order. CES will invoice member after receiving and reviewing contractor's invoice.

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

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

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

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

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

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

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

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

Delivery: Delivery is desired to be made within 30 days of receipt of the purchase order. Contractor agrees to notify CES if an order cannot be processed and delivered within the 30 day period. The school placing the order will then have the option of canceling the purchase order. Ownership of goods occurs only upon receipt of delivery in good condition.

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

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

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

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

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

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

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

Federal Requirements: Contractor agrees, when working on any federally assisted projects with more than \$20,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act and the Equal Opportunity Employment requirements of Executive Order 11375. In such projects, the contractor agrees to post wage rates at the work site and submit a copy of their payroll to the CES member for their files. In addition, to comply with the Copeland Act, the contractor must keep records for three (3) years, and allow the federal grantor agency access to these records upon demand. All federally-assisted contracts to CES members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the contractor. In projects that are not federally funded, contractor must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to, the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-intervention-acts or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in

accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

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

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

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

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

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

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

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

Insurance: On contract, the contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of, or as a result from, activities

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

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

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

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

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

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

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

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

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

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

Manufacturer's Representative: Dealers of high technology electrical/mechanical equipment, who, if permitted by the Scope of the Work, submit an offer as a manufacturer's representative must be able, if asked, to supplement the offer with a letter from the manufacturer certifying that the contractor is a bona fide dealer for the specific equipment presented, that the contractor is authorized to submit an offer on such equipment, and which guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period. Dealers of software, mechanical devices, electronic goods and other commodities must be able, upon request, to provide the same information from a manufacturer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The option is priced at a discount similar to other options, or

2. The option is an enhancement to the unit that improves performance or reliability.

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

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

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

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

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

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

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

are reasonable in contractor's judgment and satisfactory to CES, CES will request its members to return the equipment or software on written request by contractor at contractor's expense.

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

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

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

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

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

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

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

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

Pricing: Offeror will describe discounts and special pricing offered. Offeror must agree that prices offered through this contract will include the CES one percent (1%) administration fee and while this contract is in effect, prices offered will be at least two percent (2%) below the lowest

price offered by the Offeror to New Mexico schools and local/state procurements units for a similar volume. Should a lesser cost be provided to any other client, the preceding and existing work through this contract will be reduced in price to meet that rate. A copy of the current retail manufacturer's price list will be included in the proposal. If the Offeror has a leasing department or a leasing company, the cost of leasing can be included in the proposal. However, CES members reserve the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not contain end-of-rental-term buy out information.

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

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

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

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

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

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

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

contractor can extend any due date to avoid the requirement to pay interest. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

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

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

Provisions Required by Law: Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Term of Contract and Extension: The term of the agreement will commence on award and continue until January 11, 2009, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for Three (3), additional 12-month periods ending on January 11, 2010, January 11, 2011, and January 11, 2012. Since technology changes rapidly, CES may require a contractor to respond to a new RFP rather than extend a contract secured under this RFP.

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

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

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

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

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

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

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

SECTION II SCOPE OF WORK AND SPECIFICATIONS

A. SCOPE OF WORK

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

B. DUTIES OF THE 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.

C. DUTIES OF CES

The general duties of CES include:

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

D. SPECIFICATIONS

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

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

E. LISTING OF CATEGORIES

CES has prepared one (1) RFP document that includes seven (7) proposal requests. Select the category that you choose to respond and prepare the response only for that category. You do not need to respond to all categories. Each category is divided into sections that may include:

1. Categorical Scope of Work
2. Categorical Definitions
3. Categorical Terms and Conditions
4. Categorical Specifications
5. Required Categorical Responses
6. Categorical Price and Cost Submittal
7. Cost Evaluation Information

Category 1 Asbestos Inspection, Re-inspection, Sampling, Analysis and Assessment Services

Categorical Scope of Work

CES members have an ongoing duty and responsibility to re-inspect and assess all friable and non friable known or assumed ACBM in each of their individual facilities. U.S. Environmental Protection Agency (EPA) under 40 CFR 763 requires CES member's to identify friable and non friable asbestos-containing material (ACM) in each of their individual facilities. CES has had a contract in place to provide these services since 2002. Therefore, CES is seeking vendor(s) to provide these services in accordance with all of the federal, state and local codes, rules, regulations and laws. The services covered under this category shall include, but not be limited to the following:

1. Visually inspect or re-inspect, and assess the condition of friable known or assumed ACBM.
2. Visually inspect material that was previously considered non friable ACBM and touch the material to determine whether it has become friable since the last inspection or re-inspection.
3. Identify any homogeneous areas with material that has become friable since the last inspection or re-inspection.
4. For each homogeneous area of newly friable material that is already assumed to be ACBM, bulk samples shall be collected and submitted for analysis in accordance with 763.86 and 763.87.
5. Assess the condition of the newly friable material in areas where samples are collected, and newly friable materials in areas that are assumed to be ACBM. Reassess the condition of friable known or assumed ACBM previously identified.
6. Record and submit to the designated person a copy of such information that is required under 763.85 (b)(3)(vii) within 30 days of the re-inspection.
7. Provide services to CES' members to update their management plan after inspection.

Categorical Definitions

1. NEMSA – National Emission Standard for Asbestos
2. TSCA – Toxic Substances Control Act 15 U.S.C. 2601
3. NESHAP – National Emission Standard for Hazardous Air Pollutants, 40CFR61
4. AHERA – Asbestos Hazard Emergency Response Act, 40 CFR 763
5. Occupational Safety and Health Act, 29CFR1910.1001 Asbestos
6. Inspector – Person who inspects for ACBM in schools, public and/or commercial buildings and must be accredited by passing a course that meets the AHERA training requirements for Building Inspection for Asbestos.
7. Management Planner – Person who prepares management plans for schools and must be accredited by passing a course that meets the AHERA training requirements for Management Planner.
8. Local education agency means:
 - a. Any local educational agency as defined in section 198 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 3381).
 - b. The owner of any nonpublic, nonprofit elementary or secondary school building.

- c. The governing authority of any school operated under the defense dependent's education system provided for under the Defense Dependents' Education Act of 1978 (20 U.S.C. 921, et seq.).
9. School building means:
 - a. Any structure suitable for use as a classroom, including a school facility such as a laboratory, library, school eating facility, or facility used for the preparation of food.
 - b. Any gymnasium or other facility which is specially designed for athletic or recreational activities for an academic course in physical education.
 - c. Any other facility used for the instruction or housing of students or for the administration of educational or research programs.
 - d. Any maintenance, storage, or utility facility, including any hallway, essential to the operation of any facility described in this definition of "school building" under paragraphs (a), (b), or (c).
 - e. Any portico or covered exterior hallway or walkway.
 - f. Any exterior portion of a mechanical system used to condition interior space.
10. Asbestos means the asbestiform varieties of: chrysotile (serpentine); crocidolite (riebeckite); amosite (cum- mingtonitegrunerite); anthophyllite; tremolite; and actinolite.
11. Asbestos-containing material (ACM) when referring to school buildings means any material or product which contains more than 1 percent asbestos.
12. Asbestos-containing building material (ACBM) means surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a school building.
13. Asbestos debris means pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
14. Damaged friable miscellaneous ACM means friable miscellaneous ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or, if applicable, which has delaminated such that its bond to the substrate (adhesion) is inadequate or which for any other reason lacks fiber cohesion or adhesion qualities. Such damage or deterioration may be illustrated by the separation of ACM into layers; separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACBM in question may also indicate damage.
15. Damaged friable surfacing ACM means friable surfacing ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or which has delaminated such that its bond to the substrate (adhesion) is inadequate, or which, for any other reason, lacks fiber cohesion or adhesion qualities. Such damage or deterioration may be illustrated by the separation of ACM into layers; separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACBM in question may also indicate damage.
16. Damaged or significantly damaged thermal system insulation ACM means thermal system insulation ACM on pipes, boilers, tanks, ducts, and other thermal system insulation equipment where the insulation has lost its structural integrity, or its covering, in whole or in part, is crushed, water-stained, gouged, punctured, missing, or not intact such that it is not able to contain fibers. Damage may be further illustrated by occasional punctures, gouges or other signs of physical injury to ACM; occasional water damage on the protective coverings/jackets; or exposed ACM ends or joints. Asbestos debris originating from the ACBM in question may also indicate damage.

17. Encapsulation means the treatment of ACBM with a material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent the release of fibers, as the encapsulant creates a membrane over the surface (bridging encapsulant) or penetrates the material and binds its components together (penetrating encapsulant).
18. Enclosure means an airtight, impermeable, permanent barrier around ACBM to prevent the release of asbestos fibers into the air.
19. Fiber release episode means any uncontrolled or unintentional disturbance of ACBM resulting in visible emission.
20. Friable when referring to material in a school building means that the material, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously non friable material after such previously non friable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.
21. Functional space means a room, group of rooms, or homogeneous area (including crawl spaces or the space between a dropped ceiling and the floor or roof deck above), such as classroom(s), a cafeteria, gymnasium, hallway(s), designated by a person accredited to prepare management plans, design abatement projects, or conduct response actions.
22. High-efficiency particulate air (HEPA) refers to a filtering system capable of trapping and retaining at least 99.97 percent of all monodispersed particles 0.3 μm in diameter or larger.
23. Homogeneous area means an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.
24. Surfacing ACM means surfacing material that is ACM.
25. Surfacing material means material in a school building that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.
26. Thermal system insulation means material in a school building applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes.
27. Thermal system insulation ACM means thermal system insulation that is ACM.
28. Vibration means the periodic motion of friable ACBM which may result in the release of asbestos fibers.
29. Potential damage means circumstances in which:
 - a. Friable ACBM is in an area regularly used by building occupants, including maintenance personnel, in the course of their normal activities.
 - b. There are indications that there is a reasonable likelihood that the material or its covering will become damaged, deteriorated, or delaminated due to factors such as changes in building use, changes in operations and maintenance practices, changes in occupancy, or recurrent damage.
30. Potential significant damage means circumstances in which:
 - a. Friable ACBM is in an area regularly used by building occupants, including maintenance personnel, in the course of their normal activities.
 - b. There are indications that there is a reasonable likelihood that the material or its covering will become significantly damaged, deteriorated, or delaminated due to factors such as changes in building use, changes in operations and maintenance practices, changes in occupancy, or recurrent damage.
 - c. The material is subject to major or continuing disturbance, due to factors including, but not limited to, accessibility or, under certain circumstances, vibration or air erosion.

Categorical Terms and Conditions

The following terms, conditions and offer qualifications are in addition to the applicable standard terms, conditions and offeror qualifications listed in this RFP. Please review each as listed below and if you agree, sign the second signature place on the Acceptance of Terms and Conditions form. Put the signed form and a copy of the Categorical Specific Terms and Conditions after Tab 5.

Inspection and Re-inspection.

1. Inspection:

- a. Except as provided in paragraph (1)(b) of this section, before October 12, 1988, local education agencies shall inspect each school building that they lease, own, or otherwise use as a school building to identify all locations of friable and non friable ACBM.
- b. Any building leased or acquired on or after October 12, 1988, that is to be used as a school building shall be inspected as described under paragraphs (1) (c) and (d) of this section prior to use as a school building. In the event that emergency use of an uninspected building as a school building is necessitated, such buildings shall be inspected within 30 days after commencement of such use.
- c. Each inspection shall be made by an accredited inspector.
- d. For each area of a school building, except as excluded under 40CFR763.99, each person performing an inspection shall:
 - i. Visually inspect the area to identify the locations of all suspected ACBM.
 - ii. Touch all suspected ACBM to determine whether they are friable.
 - iii. Identify all homogeneous areas of friable suspected ACBM and all homogeneous areas of non friable suspected ACBM.
 - iv. Assume that some or all of the homogeneous areas are ACM, and, for each homogeneous area that is not assumed to be ACM, collect and submit for analysis bulk samples under 40CFR763.86 and 763.87.
 - v. Assess, under 40CFR 763.88, friable material in areas where samples are collected, friable material in areas that are assumed to be ACBM, and friable ACBM identified during a previous inspection.
 - vi. Record the following and submit to the person designated by the CES member so a copy of such record for inclusion in the CES member management plan within 30 days of the inspection:
 - (A). An inspection report with the date of the inspection signed by each accredited person making the inspection, State of accreditation, and if applicable, his or her accreditation number.
 - (B). An inventory of the locations of the homogeneous areas where samples are collected, exact location where each bulk sample is collected and the dates that samples are collected, homogeneous areas where friable suspected ACBM is assumed to be ACM, and homogeneous areas where nonfriable suspected ACBM is assumed to be ACM.
 - (C). A description of the manner used to determine sampling locations, the name and signature of each accredited inspector who collected the samples, State of accreditation, and, if applicable, his or her accreditation number.
 - (D). A list of whether the homogeneous areas identified under paragraph (1)(d)(vi)(B) of this section, are surfacing material, thermal system insulation, or miscellaneous material.

- (E). Assessments made of friable material, the name and signature of each accredited inspector making the assessment, State of accreditation, and if applicable, his or her accreditation number.
2. Re-inspection:
- a. At least once every 3 years after a management plan is in effect, each local education agency shall conduct a re-inspection of all friable and non friable known or assumed ACBM in each school building that they lease, own, or otherwise use as a school building.
 - b. Each inspection shall be made by an accredited inspector.
 - c. For each area of a school building, each person performing a re-inspection shall:
 - i. Visually re-inspect, and reassess, under 40CFR 763.88, the condition of all friable known or assumed ACBM.
 - ii. Visually inspect material that was previously considered non friable ACBM and touch the material to determine whether it has become friable since the last inspection or re-inspection.
 - iii. Identify any homogeneous areas with material that has become friable since the last inspection or re-inspection.
 - iv. For each homogeneous area of newly friable material that is already assumed to be ACBM, bulk samples may be collected and submitted for analysis in accordance with 40CFR 763.86 and 763.87.
 - v. Assess, under 40CFR 763.88, the condition of the newly friable material in areas where samples are collected, and newly friable materials in areas that are assumed to be ACBM.
 - vi. Reassess, under 40CFR 763.88, the condition of friable known or assumed ACBM previously identified.
 - vii. Record the following and submit to the person designated under 40CFR 763.84 a copy of such record for inclusion in the management plan within 30 days of the re-inspection:
 - (A). The date of the re-inspection, the name and signature of the person making the re-inspection, State of accreditation, and if applicable, his or her accreditation number, and any changes in the condition of known or assumed ACBM.
 - (B). The exact locations where samples are collected during the re-inspection, a description of the manner used to determine sampling locations, the name and signature of each accredited inspector who collected the samples, State of accreditation, and, if applicable, his or her accreditation number.
 - (C). Any assessments or reassessments made of friable material, the name and signature of the accredited inspector making the assessments, State of accreditation, and if applicable, his or her accreditation number.
3. General: Thermal system insulation that has retained its structural integrity and that has an undamaged protective jacket or wrap that prevents fiber release shall be treated as non friable and, therefore, is subject only to periodic surveillance and preventive measures as necessary.

Sampling

1. Surfacing material: An accredited inspector shall collect, in a statistically random manner that is representative of the homogeneous area, bulk samples from each homogeneous area of friable surfacing material that is not assumed to be ACM, and shall collect the samples as follows:
- a. At least three bulk samples shall be collected from each homogeneous area that is 1,000 ft² or less, except as provided in 40CFR 763.87(c)(2).
 - b. At least five bulk samples shall be collected from each homogeneous area that is greater than 1,000 ft² but less than or equal to 5,000 ft², except as provided in 40CFR 763.87(c)(2).
 - c. At least seven bulk samples shall be collected from each homogeneous area that is greater than 5,000 ft², except as provided in 40CFR 763.87(c)(2).

2. Thermal system insulation.
 - a. Except as provided in paragraphs (2) (b) through (d) of this section and 40CFR 763.87(c), an accredited inspector shall collect, in a randomly distributed manner, at least three bulk samples from each homogeneous area of thermal system insulation that is not assumed to be ACM.
 - b. Collect at least one bulk sample from each homogeneous area of patched thermal system insulation that is not assumed to be ACM if the patched section is less than 6 linear or square feet.
 - c. In a manner sufficient to determine whether the material is ACM or not ACM, collect bulk samples from each insulated mechanical system that is not assumed to be ACM where cement or plaster is used on fittings such as tees, elbows, or valves, except as provided under 40CFR763.87(c)(2).
 - d. Bulk samples are not required to be collected from any homogeneous area where the accredited inspector has determined that the thermal system insulation is fiberglass, foam glass, rubber, or other non-ACBM.
3. Miscellaneous material. In a manner sufficient to determine whether material is ACM or not ACM, an accredited inspector shall collect bulk samples from each homogeneous area of friable miscellaneous material that is not assumed to be ACM.
4. Non friable suspected ACBM. If any homogeneous area of non friable suspected ACBM is not assumed to be ACM, then an accredited inspector shall collect, in a manner sufficient to determine whether the material is ACM or not ACM, bulk samples from the homogeneous area of non friable suspected ACBM that is not assumed to be ACM.

Analysis

1. Analysis of bulk samples collected shall be submitted for analysis using AHERA prescribed analysis, at laboratories accredited by the National Voluntary Laboratory Accreditation Program.
2. Samples
 - a. Bulk samples shall not be composited for analysis and shall be analyzed for asbestos content by PLM, using the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" found at 40CFR763, appendix E to subpart E.
 - b. A homogeneous area is considered not to contain ACM only if the results of all samples required to be collected from the area show asbestos in amounts of 1 percent or less. A homogeneous area shall be determined to contain ACM based on a finding that the results of at least one sample collected from that area shows that asbestos is present in an amount greater than 1 percent.
3. The name and address of each laboratory performing an analysis, the date of analysis, and the name and signature of the person performing the analysis shall be submitted to the CES member designee for inclusion into the management plan within 30 days of the analysis.

Others Services

1. Management Plan for each requested school, which does not currently have a written management plan, an accredited management planner shall develop a management plan in accordance with and containing all items specified in AHERA, 40CFR763, as published for the final rule and notice. The management plan shall contain, but not be limited to:
 - a. A list of the name and address of each building and whether the building contains friable ACM, non friable ACM, and friable and non friable suspected ACM assumed to be ACM.
 - b. Inspection report which follows the protocol outlined in AHERA, 40CFR763.
 - c. Name, address, and telephone number of the CES member person designated as required in 40CFR 763.84 and their training.

- d. The recommendations made to the CES member regarding response actions required 40CFR 763.88.
 - e. Detailed description of preventive measure and response action as required in 40CFR 763.
 - f. Accreditations of the person(s) who created the management plan.
 - g. Accreditations of the person(s) who inspected the building for ACM.
 - h. Written operations and maintenance plan as required in 40 CFR 763.
 - i. Re-inspections as required by 40CFR763.
 - j. Cost estimate of the response actions.
2. The Offeror must comply with the following asbestos air sample analysis requirements and protocol:
 - a. NIOSH 7400 utilizing phase contrast microscopy. The “A” counting rules are followed unless otherwise requested.
 - b. “OSHA Reference Method” for the Analysis of Asbestos Tremolite, Anthophyllite and Actinolite 29 CFR 1910.1001, App.
 - c. Transmission Electron Microscopy (TEM) in accordance with NIOSH 7402 and AHERA (40CFR763) requirements.
 - d. Laboratories accredited by the National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) in accordance with 40CFR763.87 of the final rule and notice.
 3. Mini AHERA review at each participating district, including, but not limited to:
 - a. Review of six-month evaluation documentation.
 - b. Review of two-hour training documentation.
 - c. Review of the Management Plan being updated.
 - d. Review of Designated Person training and actions.
 - e. Review of completed required Plan of Action.
 - f. Providing Designated Person Handbook (10-20 pp, approved by CES in content and format, and containing Calendar of Events for next three years).
 4. The Offeror must be willing and able to supply all labor, materials, services, certifications, and equipment necessary to carry out the work in accordance with all applicable federal, state and local regulations, standards, and codes governing laboratory analytical procedure or in accordance with “Standard Methods”. Professional liability insurance must also be carried.

Required Categorical Response

The following numbered items describe the special specifications for this category. Offerors must respond by providing a short statement that is related to each numbered item and place the responses after Tab 5. Failure to respond to this section will render your proposal non-responsive.

1. Offerors must through written documentation clearly identify the type, kind, and level of services they are purposing to provide CES members under this RFP. This shall include the type of inspection procedures and process to be utilized based on the individual member’s requirements; the types of testing methodologies to be made available and the type of data and reports that will be made available.
2. Offerors must through written documentation demonstrate their ability and capacity to perform those services offered herein by providing prior experience with educational institutions and the scope of work, the type, kind and level of services provided. Provide the time line for each project listed. For each list the type and level of inspection and testing provided with examples of the reports made available to the owner to insure compliance with federal, state and local

requirements. If provided what additional consulting services were made available after the original inspection which resulted in better CES member satisfaction.

3. Provide a narrative of your company's policies, procedures and strategies to ensure quality control, responding to concerns before, during and after the project. Indicate what follow-up, review and over-site process you have in place.

Categorical Price and Cost Submittal

1. Prices submitted for this RFP must be broken out into supplies, materials, laboratory costs, reimbursables and labor as separate line items. All costs associated with preparing for, conducting, analyzing, summarizing, preparing, submitting and presenting a draft and/or final inspection report to the owner as per the project's scope of work..
2. Offerors may base material, supplies and labor prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, an established method for setting a list must be submitted so that the CES discount can be applied.
3. Price sheets, catalogs and other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
4. When providing equipment costs, indicate an hourly, daily and weekly rate.
5. If offered costs associated with additional consulting and training services that may be offered that are related to this category's scope of work..

Cost Evaluation Information

The following factors will be used to evaluate and award this category of the RFP. Please note that these are only a few items selected to do the evaluation.

1. General Cost Items
 - a. Travel Time – This represents any cost associated with employees and/or subcontractors traveling to and from the project site from their home location. Offeror is to indicate the percent of the individual's regular hourly rate that is to be charged for travel time. Example: If an individual is paid One Hundred Dollars (\$100) per hour and you charge the customer Fifty Dollars (\$50) an hour, the percent of regular time would be fifty percent (50%).
 - b. Per Diem – This represents the costs associated with housing and meals for individuals who have to stay overnight while working on a project. Offeror is to indicate the daily rate to be charged per person. Note: This does not cover transportation costs.
 - c. Mileage Rate – This represents the per mile cost to the customer when a company-owned vehicle is used for transportation. Offeror is to indicate per mile charge in the format as Forty-Five Cents (\$.45) per mile.
 - d. When providing equipment costs, indicate an hourly, daily and weekly rate.
 - e. Hourly or daily rates for consulting and training services
 - f. Discounts Provided on Normal and Customary Stated Prices – This represents the average discount provided by the offeror on stated prices.
 - g. Offerors may base material, supplies and labor prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, an established method for setting a list price must be submitted so that the CES discount can be applied.

- h. Price sheets – Catalogs and other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
 - i. Alternative Method of Costing – percentage of overhead and profit. This method includes custom manufactured items, items not covered by a published price list or sole source items. Offeror is to indicate the percent of overhead and/or markup to be applied to these costs to obtain the retail cost. Note that this percentage has no relationship to the costing method indicated above.
 - j. Alternative Method of Costing - Percentage of CES discount to obtain CES Price. (Item retail price multiplied by percent of CES discount equals amount of discount to be subtracted from retail price to obtain CES price). Example: Item retail cost \$1,200 multiplied by percent of 10% CES discount equal discount of \$120. Retail cost \$1,200 less the CES discount \$120 equal the CES price of \$1,080. Note this percentage has no relationship to the percentage of discount off manufacturer's/suppliers price sheets or catalogs indicated below.
 - k. Offeror's Support for CES Pricing – This is the percent of difference between what the offeror's price to CES and the price that the offeror would offer the same products directly to any public educational institution in New Mexico. The offeror's CES price is \$100, the offeror's direct price to CES members is \$103. The difference is 3% percent.
2. Labor Rates
- a. Labor Rates – Hourly rates for individual(s) who perform services on an as-needed basis. Rates provided must be loaded (includes benefits, payroll taxes, overhead and profit).
3. Item Cost
- a. Inspection
 - b. Re-inspection
 - c. Sample Analysis for PLM, PCM and TEM
 - d. Others

Category 2 Grounds Equipment

Categorical Scope of Work

Educational institutions throughout the state of New Mexico are beginning to work on the lawns, flowerbeds, and other landscaping areas of their various facilities. They are in need of new and replacement grounds care equipment of all kinds: push mowers for small areas to riding mowers for athletic fields; edgers to aerators; shrub trimmers to chain saws; rotor-tillers to painting equipment; small utility tractors to loaders; golf carts to small utility vehicles; and various hand tools needed for trimming, pruning and spraying vegetation.

CES is seeking vendor(s) to provide complete product lines in the seven (7) areas of ground care equipment. Potential vendors may respond and offer products in any or all of these areas.

1. Warranties shall be the manufacturer's standard new vehicle warranty for a minimum of two (2) years. All warranties shall begin when the vehicle is placed in service. This date is not the same as delivery date to agency. The CES member shall have the responsibility agency to notify the contractor when a vehicle is actually put in service to start warranty.
2. The vendor will provide detailed specifications for each vehicle or piece of equipment offered on contract. [Place after Tab 8.]
3. All riding equipment must comply with appropriate ASAE (American Society of Agricultural Engineers – www.asae.org), SAE (Society of Automotive Engineers – www.sae.org) and OSHA (Occupational Safety and Health Administration – www.osha.org) standards for roll-over protection. These vehicles must comply with appropriate ANSI (American National Standards Institute – www.ansi.org) standards as related to operation on slopes. [Please provide a statement that certifies such compliance if you offer these vehicles. Place after Tab 8.]
4. Riding mowers/equipment, walking mowers and larger working utility vehicles shall meet appropriate ANSI standards.
5. All equipment must be commercial grade.
6. All vehicles shall be the manufacturer's current production models, new and untitled.
7. Vendor will provide owners with operations and parts manuals as supplied by the manufacturer. If safety videos and handbooks are available, these will be provided to the buyer.
8. Vendor shall provide at no cost, hands-on training for any equipment with a high risk of injury.
9. Rental option for daily, weekly, monthly and multi-monthly term.
10. Lease purchase option that complies with State of New Mexico Statues.

Categorical Definitions

ASAE (American Society of Agricultural Engineers – www.asae.org)

SAE (Society of Automotive Engineers – www.sae.org)

OSHA (Occupational Safety and Health Administration – www.osha.org)

ANSI (American National Standards Institute – www.ansi.org)

Categorical Terms and Conditions

The following terms, conditions and offer qualifications are in addition to the applicable standard terms, conditions and offeror qualifications listed in this RFP. Please review each as listed below and if you agree, sign the second signature place on the Acceptance of Terms and Conditions form. Put the signed form and a copy of the Categorical Specific Terms and Conditions after Tab 5. The following terms and conditions are in addition to the applicable Standard Terms and Conditions listed in Section I-E.

CES is seeking vendor(s) to provide complete product lines in the seven (7) areas of ground care equipment. Potential vendors may respond and offer products in any or all of these areas.

1. Standard and Compact Utility Tractors
 - a. Standard and compact utility tractors will allow various uses including: mowing, rotary cutting, flailing, blading, tilling, backhoeing, post-hole digging, loading, and blowing snow.
 - b. Standard and compact utility tractors should include, but not be limited to, the following basic and/or optional features: single foot pedal that operates speed and direction control, quick-change attachments for one-man operation, seat-activated safety switch to lock controls in neutral when seat is unoccupied, cruise control, high-backed seat, enclosed engine and muffler system, grooming mowers, hitch mowers, light and heavy-duty rotary cutters, flail and sickle bar mowers, posthole diggers, backhoes, skid-steer loaders, front loaders, tillers, hydraulic dump material collection system, snow blowers, vacuum baggers, adjustable steering and seat configurations, engines and transmissions in a variety of speeds, sizes and configurations depending on the intended use of the tractor, rotary broom and leaf mulcher.
2. Trim Mowers
 - a. Liquid cooled four-cycle diesel or gas engine riding trim mowers shall be available in front or rear-engine configurations. Engines shall be available in a variety of sizes and power, ranging from 10 hp up to 80 hp.
 - b. Trim mowers shall have either a 5-speed transmission, or a hydrostatic transmission.
 - c. Mowing decks shall be available in a variety of sizes, included but not limited to 32", 38" or 44" decks.
 - d. Trim mower accessories shall include, but not be limited to, the following: cruise control, spark arrestor muffler, canopy cover, snow thrower, leaf mulcher, headlight kit, cab, heater and defroster, cushion seats, plows, debris blower, aero-seeder, wide tires, tire chains, grass collection system, rotary broom (various sizes), dozer blades (various sizes), fertilizer spreader.
3. Lawn Mowers
 - a. Small, self-propelled front mowers shall allow attachments for material collection, snow throwing, leaf cracking, thatching, flailing, and mulching.
 - b. Grass aeration equipment shall include, but not be limited to, high velocity water injection equipment, coring aerators, and tractor-pulled tow-behind deep coring aerators.
 - c. Mowers shall be available in an electric or gas configuration. Electric mowers shall be available in a corded or cordless (rechargeable) configuration.
 - d. Lawn mowers shall provide grooming features suitable for a golf course with a height of cut between 1/8" and 3/4." Large reel cutters shall come equipped for speeds up to 7 mph. Towed cutting units may also be offered.
4. Lawn and Grounds Equipment

- a. Lawn and ground cleaning equipment shall include, but not be limited to: self-propelled sweepers, pulled sweepers, pulled debris loaders and blowers.
 - b. Blowers must provide air movement of 140 mph, or better.
 - c. Sweepers shall have a sweeper width of at least 48" or more, and have a multiple position sweeper reel, allowing for varied speeds and positions.
 - d. Sweepers shall have a transport speed that is faster than its sweeping speed.
 - e. Lawn care equipment shall include, but not be limited to: weed eaters, string trimmers, brush cutters, pole pruners, hedge trimmers, shrub and tree trimming equipment, seeders (towed or walk-behind), thatchers (towed or walk-behind), aerators, dethatchers, debris vacuums, generators, water pumps, back-pack sprayers, stump grinders, brush cutters, chain saws and paint equipment.
5. Work Utility Vehicles
- a. Heavy duty off-road work utility vehicles shall be 2 and/or 4-wheel drive and shall be available with a diesel, gas, or electric with options for propane or compressed natural gas fueled engine.
 - b. Work utility vehicles may be one or two person out front seating with manual or automatic transmissions, power steering, drum or rotary brakes, and have a high speed of at least 20 mph, front and rear tow hook or receivers.
 - c. Work utility vehicles should offer service options: spray systems (foam markers, electric hose reels, boomless nozzles, hand gun, manual or electronic sprayer monitor, sonar unit); grounds spreaders, topdressers and various adapters; platform lifts (vehicle must not move with lift raised); power generators and air compressor motors; fully enclosed cab and/or cargo box; pressure washer equipment; arboriculture and horticulture maintenance equipment to trim and maintain trees; sports field grooming equipment and lifting forks.
 - d. Work utility vehicle should offer accessories options including, but not limited to, the following: flatbed (full size, 2/3, 1/3); fender kits; seat belt kits; lighting kits (signal, work lights); cab with safety glass, heater, defroster; reverse alarm; spark arrestor that meets applicable USDA Forest Service Standards; engine cover and towing kit, extended bumpers, front and rear tow hook or receivers, air brakes and air brake accessories, special electrical parts such as CB radio and antenna, fog lights, air horn, snow shield, special turn signals, special front end grills and paints.
 - e. Work utility vehicles should offer the following options including, but not limited to, the following: frame rails and reinforcements, extended bumpers, front and rear tow hook or receivers, air brakes and air brake accessories, special electrical parts such as CB radio and antenna, fog lights, air horn, snow shield, special turn signals, special front end grills and paints, , specific manual or automatic transmissions, extra fuel tanks, and cab comfort items such as upgraded seats, special mirrors, gauge clusters, tinted windows, and power windows.
6. Golf Carts and Small Utility Vehicle
- a. Shall be available in 2 and/or 4-wheel drive and shall be available in diesel, gas and 36 or 48 volt DC electric engine and can carry up to, but not limited to, 2000 lbs.
 - b. Be available with manual or automatic transmission, self-adjusting rack and pinion or power steering, drum or disc brakes, have a high speed no more than 20 mph, frame of aluminum or steel with rust preventative finish.
 - c. Have seating for one or two persons with optional configurations of 4 or more persons.
 - d. Should offer the following body styles, but not limited to, the following: ADA and ambulance; multi-passenger, utility van, hauler and box; tilt and non-tilt cargo bed; etc.
 - e. Should offer the following service options including, but not limited to, the following: spray systems (foam markers, electric hose reels, boomless nozzles, hand gun, manual or electronic sprayer monitor, sonar unit); grounds spreaders, topdressers and various adapters; platform

lifts (vehicle must not move with lift raised); power generators and air compressor motors; fully enclosed cab and/or cargo box; pressure washer equipment; arboriculture and horticulture maintenance equipment to trim and maintain trees; sports field grooming equipment and lifting forks.

- f. Should offer the following accessories, but not be limited to: flatbed (full size, 2/3, 1/3); fender kits; seat belt kits; lighting kits (signal, work lights); cab with safety glass, heater, defroster; reverse alarm; spark arrestor, seat belts; engine cover and towing kit.

7. Misc. Equipment

- a. High-performance off-road commercial, industrial carry, and miscellaneous utility vehicles all shall come in various configurations, including, but not limited to: pickups, flatbeds, transporters, and people moving utility vehicles suitable for use in public areas and on school recreational fields. These units shall be powered by gas or electricity and shall carry up to 1,500 pounds.
- b. A variety of industry-standard skid-steer loaders with operating loads not less than 600. Attachments should include utility buckets, utility forks, dirt and foundry buckets, manure and fertilizer buckets, pallet forks, and utility grapples.
- c. Compact excavators shall be equipped with a 360° house swing, side boom for digging along walls and fences, and optional enclosed cabin for operation in inclement weather.
- d. Four-wheel rear drive materials transports shall come equipped with a cargo box able to transport up to 600 pounds on level terrain and, on that same level ground, tow up to 1,000 pounds.

8. Other

- a. The contractor shall include copies of any manufacturer's order guide with this proposal for any vehicle that is to be offered. The guide shall contain descriptions and specifications relating to the size, dimension, chassis configuration, wheelbase, load capacity and power train. The dealer will provide a copy of the order guide to any agency member wishing to purchase a vehicle under this contract.
- b. The prices for all vehicles shall be F.O.B. the contractor's dealership or any location within 75 miles of the dealership. If any additional cost to deliver a vehicle is required beyond 75 miles of the dealership, that cost must be identified on a price page. If no delivery costs are identified, the dealer will deliver the vehicle to any member's location at no additional charge.
- c. If a vehicle is delayed beyond stated delivery date, or if the delayed delivery date is beyond the fiscal year ending June 30th, the member reserves the right to cancel the purchase order. The member will be under no obligation to select a different vehicle if the contractor is unable to deliver on time.
- d. All deliveries shall be made Monday through Friday during normal business hours. Contractor shall provide the ordering member a minimum of 48 hours notification prior to delivery.
- e. At no cost, all vehicles shall be equipped with three (3) full sets of keys at the time of delivery. Any special purpose keys, that is, security systems, locks, toolboxes, compartments, lights, shall be supplied in sets of three (3) at no additional cost.
- f. Upon delivery for each unit, the dealer shall provide the ordering agency the following documents:
 - i. Manufacturer's operating and maintenance manual in paperback and on CD or DVD if available,
 - ii. Parts manual in paperback and on CD or DVD if available,
 - iii. Accessory data sheet if applicable, in paperback and on CD or DVD if available,
 - iv. Warranty document, in paperback and on CD or DVD if available,

- v. Delivery invoice with total description of vehicle and cost breakdown,
 - vi. Electrical schematic unless available in maintenance manual, in paperback and on CD or DVD if available.
- g. All vehicles shall be ready for continuous operation upon delivery, shall have all standard and optional equipment installed, and be fully assembled and serviced. Service shall include: full tank of fuel, all batteries fully charged for electrically powered vehicles, complete lubrication, all fluid levels filled to manufacturer's recommended capacity, all tires inflated to proper pressure, wheels properly aligned to factory specifications, power plants prepared to proper operating condition, and the chassis cleaned with all unnecessary tags, stickers and markings removed. No decals or markings of any type pertaining to advertisements, other than the manufacturer's name or model designation normally installed by the factory, shall be attached to the vehicle.
- h. Prior to acceptance by the ordering agency, each vehicle shall be subject to a complete inspection. Inspection shall include, but not necessarily be limited to, conformity to the specifications, mechanical integrity, quality or workmanship and materials, and appearance defects. All vehicles shall be test driven and tested for operational suitability. When scheduling delivery, time shall be allocated for this activity. Inspection shall be completed at time of delivery or the owner shall have ten (10) calendar days to accept or reject delivery. If problems and/or any equipment are not to specifications or as ordered, the contractor may, with the owner's consent, make corrections or resolve the issues within ten (10) calendar days of delivery. Failure to do so will make the vehicle undeliverable and may void the purchase. All corrections shall be made without any cost and/or inconvenience to the ordering member.
- i. It shall be the responsibility of the contractor to ensure that all recall notices and other technical service bulletins or notifications from the factory are sent to the member in a timely manner.
- j. All standard equipment as identified in the manufacturer's literature, data books and buyer's guides shall be furnished without additional cost on regular production vehicles.
- k. All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory and/or by factory certified installers.
- l. Any dealer provided option must be priced separately and may only be included if specifically ordered by the member.
- m. Warranties shall be:
- i. The manufacturer's standard new vehicle warranty for a minimum of two (2) years. All warranties shall begin when the vehicle is placed in service, which may be delayed by the ordering agency for up to three (3) months. It shall be the responsibility of the ordering agency to notify the contractor when a vehicle is actually put in service.
 - ii. Extended Original Equipment Manufacturer's (OEM) warranties and maintenance agreements shall be offered that pay for the repair or replacement of any covered parts that are defective in materials or workmanship or scheduled maintenance. Dealers shall offer prices for all levels of warranties and maintenance agreements that are offered as an option. An Offeror that fails to offer an extended warranty and/or maintenance agreement may be cause for rejection.
- n. All vehicles shall be the manufacturer's current production models, new and untitled.
- o. Offeror shall be an authorized dealer and be a physically established dealership and have parts and service facilities in New Mexico with O.E.M. certified mechanics qualified to repair and service all aspects of engine and power train components.

- p. If trading in a vehicle or other tangible personal property is part of a purchase, it must comply with the New Mexico Procurement Code, NMSA 1978 Chapter 13 Article 6.
- q. State political subdivisions are exempt from Federal Excise Tax.
- r. All units offered for the intended purpose of transporting individual(s) must meet all federal, state, local and industry guidelines and standards for such vehicles. These vehicles must contain all the safety equipment required. The unit offered for this proposal must be designed, built and equipped for this type of use.
- s. If a CES member requires a special type of paint, that is, school colors, an extra effort shall be made by the vendor to insure that the final product color indeed matches their request. Offerors must indicate on the price page any additional costs required for special school or fleet colors, decals and/or signage. If a price is not entered, it will be assumed that there is no additional cost.
- t. All passenger vehicles must have factory-installed seat belts where appropriate.
- u. If at any time the Offeror is awarded, or currently is awarded, a contract with the New Mexico State Purchasing Office (SPD) and a member, who is eligible to purchase using a SPD contract, orders a vehicle that is also on contract with CES, the Offeror is to notify the member that the unit may be purchased directly using the CES contract. If the member does not wish to use the CES contract for any reason or if the total price on the SPD contract is lower, the buyer must use the SPD contract.
- v. Offerors will provide at no charge to the buyer the MSDS information providing asbestos content of friction materials, that is, brake pads, brake shoes, clutch discs, etc., upon request.
- w. All water-cooled vehicles shall have antifreeze protection to -35°F or to meet regional delivered levels.
- x. Successful vendor shall provide a minimum of six (6) hours training on the safety, maintenance/service to include engine and transmission, proper operational procedures by factory or factory trained/certified personnel at each ordering district. Time and place to be mutually agreed on by vendor and district equipment manager. Training shall be provided to ordering districts within thirty (30) days from date of delivery.

Required Categorical Response

The following numbered items describe the special specifications for this category. Offerors must respond by providing a short statement that is related to each numbered item and place the responses after tab 5. Failure to respond to this section will render your proposal non-responsive.

1. CES members have a variety of different needs in this area. The Offeror shall describe how they and their staff can provide for the various needs and what type of activities can be offered to inform the CES membership of their product line ability to meet their individual needs.
2. Environmental and energy issues are becoming a greater concern for CES members. The Offeror shall describe how the product line offered encourages, supports and assists in resolving these issues.
3. CES members at times have the need to rent and/or lease vehicles and various attachments to provide for a special activity or condition. For example: a national golf tournament held by a post secondary school or small snow removal vehicles to clear snow on walkways and grounds. Offeror shall describe how they can provide short and long-term rental and a complete list of equipment, vehicles and options, if available.
4. Larger CES members have their own maintenance and repair shop and like to service their own vehicles. How and what type of support and assistance do you offer in this area? What type of

limitations and restrictions exist in regards to warranty and how do they fit into this type of situation? Can they do warranty repair and receive credit from manufacturer?

5. Can the Offeror provide annual maintenance contracts for equipment and vehicles they can provide? How will the program benefit the CES members? What are the requirements and policies of the program?
6. Offeror shall describe how they can provide a lease/purchase option that complies with New Mexico State statutes for educational and public bodies?
7. At times, CES members like to trade in old vehicles. Do you accept trade-ins? The Offeror shall describe their firm's terms, conditions and policies governing trade-ins.

Categorical Price and Cost Submittal

1. The Offeror shall provide complete price lists that clearly identify the basic vehicle and its configuration with the associated cost. Options and add-ons shall be described individually with each of their costs.
2. The Offeror may offer bundles or packages. Each shall be clearly stated identifying each of the options, attachments and/or add-ons listed.
3. The Offeror shall provide a complete price list of all prices relating to maintenance and repair of vehicles and/or attachments. These costs shall be expressed in hourly rates and parts plus markup and overhead. Likewise, travel time and pickup and delivery cost shall be stated.
4. If annual maintenance contracts are available the Offeror shall include the terms, conditions and related costs. Please provide sample contract behind Tab 5.
5. Provide price list for any/all supplies, materials and parts to be offered under this RFP.
6. If lease/purchase is an option, what type of term can you provide? How will the interest rate be calculated during the term of the award? Please provide a sample contract behind Tab 5.

Cost Evaluation Information

The following factors will be used to evaluate and award this category of the RFP. Please note that these are only a few items selected to do the evaluation.

1. General Cost Items
 - a. Travel Time – This represents any cost associated with employees and/or subcontractors traveling to and from the project site from their home location. Offeror is to indicate the percent of the individual's regular hourly rate that is to be charged for travel time. Example: If an individual is paid One Hundred Dollars (\$100) per hour and you charge the customer Fifty Dollars (\$50) an hour, the percent of regular time would be fifty percent (50%).
 - b. Per Diem – This represents the costs associated with housing and meals for individuals who have to stay overnight while working on a project. Offeror is to indicate the daily rate to be charged per person. Note: This does not cover transportation costs.
 - c. Vehicle/Equipment Rental – This represents the cost for obtaining and providing short term rental due **to equipment or vehicle maintenance, repair, or other unforeseen demand or failures**. The offeror is to indicate the percentage of mark-up/overhead/processing cost to be added to the actual expense incurred by the offeror to provide these items. Example: Rental was Two Hundred Dollars (\$200) and the offeror bills the customer Two Hundred and Twenty Dollars (\$220). The percentage of mark-up/overhead/processing cost would be ten percent (10%).

- d. The offeror is to indicate the percentage of mark-up/overhead/processing cost to be added to the actual expense incurred by the offeror to provide these items. Example: Rental was Two Hundred Dollars (\$200) and the offeror bills the customer Two Hundred and Twenty Dollars (\$220). The percentage of mark-up/overhead/processing cost would be ten percent (10%).
 - e. Mileage Rate – This represents the per mile cost to the customer when a company-owned vehicle is used for transportation. Offeror is to indicate per mile charge in the format as Forty-Five Cents (\$.45) per mile.
 - f. Provide associated costs for service calls, repair and replacement parts after warrantee period.
 - g. If rental or leasing of equipment may be required, provide applicable pricing.
 - h. Discounts Provided on Normal and Customary Stated Prices – This represents the average discount provided by the offeror on stated prices.
 - i. Prices submitted must be broken out into supplies, materials, reimbursables and labor as separate line items. Prices must be provided for all materials, supplies and labor needed to do the inspections and prepare a complete and detailed report.
 - j. Offerors may base material, supplies and labor prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, an established method for setting a list price must be submitted so that the CES discount can be applied.
 - k. Price sheets – Catalogs and other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
 - l. Alternative Method of Costing – percentage of overhead and profit. This method includes custom manufactured items, items not covered by other price sheets or sole source items. Offeror is to indicate the percent of overhead and/or markup to be applied to these costs to obtain the retail cost. Note that this percentage has no relationship to the other costing method indicated above.
 - m. Alternative Method of Costing - Percentage of CES discount to obtain CES Price. (Item retail price multiplied by percent of CES discount equals amount of discount to be subtracted from retail price to obtain CES price). Example: Item retail cost \$1,200 multiplied by percent of 10% CES discount equal discount of \$120. Retail cost \$1,200 less the CES discount \$120 equal the CES price of \$1,080. Note this percentage has no relationship to the percentage of discount of manufacturer's/suppliers price sheets or catalogs indicated below.
 - n. Offeror's Support for CES Pricing – This is the percent of difference between what the offeror's price to CES and the price that the offeror would offer the same products directly to any public educational institution in New Mexico. The offeror's CES price is \$100, the offeror's direct price to CES members is \$103. The difference is 3% percent.
2. Labor Rates
 - a. Labor Rates – Hourly rates for individual(s) who perform services on an as-needed basis. Rates provided must be loaded (includes benefits, payroll taxes, overhead and profit).
 3. Item Cost
 - a. Lease Rate
 - b. Lease Factor
 - c. Maintenance Agreement
 - d. Extended Warranty
 - e. Others

Category 3

School, Family and Community Consulting, Tutoring, Outreach, Support and After-School Programs

Both national and state educational and community leaders have encountered and experienced changes in how individual student's ability and capacity to deal with and function within the educational environment is directly influenced and impacted by the student's home environment, influences, interactions and experiences which occur in their day-to-day community environment. As educational leaders strive to meet the new requirements of the federal "No Child Left Behind" (NCLB) act and other federal programs, often times additional assistance and resources are needed to support not only the learning process, but also the home and community environments that affect the students overall being. These leaders have also realized in order for students to achieve and be successful in the school environment, society as a whole, must be willing and able to address and/or support all aspects of the student's physical, mental, emotional and health conditions or well-being. In recent years, and in most communities, the educational institutions have been considered the central focal point for providing the various services required to meet individual student's needs. The New Mexico Public Education Department (NMPED), New Mexico Public Health Department (NMPHD), New Mexico Children, Youth and Families Department (NMCYFD), Public School Districts/Higher Educational Institutions (CES members), City and County Government agencies have established and implemented a variety of joint initiatives to assist parents, schools and community to better serve and provide for the total student's needs. It is also known that there are a number of private and non-profit organizations that possess the background, experience, expertise and resources to assist and enhance the public sectors' programs and efforts in addressing and meeting New Mexico students' individual needs so that they may develop into successful and productive citizens. CES has received a number of requests from its members to assist them in developing and implementing a procurement solution that would assist them and other state and local agencies to acquire products and services and to engage interested private and non-profit organizations to assist them in providing various and specialized programs to meet individual family and students' needs.

Categorical Scope of Work

To assist its members in acquiring and developing resources in a variety of disciplines to cover the various aspects of its individual students' physical, mental, health and educational needs, CES is seeking an offeror(s) who possesses the qualifications, certifications, professional background, experience and resources to respond to, consult with and provide specialized and unique products and services required for CES members to develop, implement, manage and maintain a comprehensive array of programs to successfully assess and address all aspects of its students well-being, whether it be during and/or outside of the educational environment. Such programs may involve and/or be funded by one or more of the above-noted public agencies. It is understood that prospective offerors may specialize in one, two or several of the products, services and programs requested herein and needed by CES members. Therefore, it should be noted that, depending on the respondent's qualifications, background, experience and capacity, CES may determine that it is in its members' best interest to award multiple respondents.

The products, services and programs being solicited by CES may include, but are not limited to, the list below. However, the offeror is encouraged to offer and propose products, services and programs that are unique and innovative solutions that have been developed to meet individual's needs.

1. To assist CES members in securing and having access to a variety of programs, consulting, training and direct services to assist administrators, teachers, parents, students and the community in developing policies, procedures, skill sets and resources to recognize, deal with, respond to and overcome incidents and/or situations relating to students health, welfare and safety.
 - a. Service and program areas may include, but are not limited to:
 - 1) Prevention, intervention, and responding to physical and mental abuse within the learning, home and community environments;
 - 2) Violence prevention, intervention and responding to and recovering from violence within the learning, family and community environment;
 - 3) Warning signs and early intervention of students at risk;
 - 4) Building a positive school, home and community foundation and support system for students at risk;
 - 5) Intensive intervention for troubled students;
 - 6) School and community gang research, prevention and intervention;
 - 7) Prevention, intervention and responding to drug abuse within the learning, home and community environment.
 - b. The services requested herein are highly specialized, as they require knowledge of school, home and community environments and their inter-relationships and influence of each on the other. The services may also address mental health and behavioral issues, as well as violence, conflict and knowledge of the juvenile justice system. The behavioral health or psychological component to the training and consulting and direct services offered is a key component and should be combined with knowledge relevant to violence, conflict, gangs, drug abuse, students at risk, etc., in order to achieve a comprehensive and successful solution for members.
 - c. The consulting, training and direct services offered can be varied in terms of duration and frequency, as well as topic specifics. More than single presentation programs are requested and follow-up is expected. All training and services shall be based on recent research and within the scope of best practice guidelines. The offeror must demonstrate that it has qualified, certified and experienced staff to deal with mental health, physical abuse, crisis and violence response, conflict management and resolution, gangs and multicultural issues, legal awareness and "multi-disciplinary team" approaches to provide prevention, intervention and management services.
2. Assess, evaluate, develop, establish, coordinate, conduct and administer a sound, complete and comprehensive tutoring and mentoring educational program for students at risk and students with various types of learning deficiencies and disabilities found at all levels (pre-K-12) of public education. Service providers must be qualified, certified and experienced in the content area in which the assessment, testing, placement and reporting of the student's competency for remediation and tutoring services are being requested, as well as developing, coordinating, implementing and administering individual and specialized tutoring and mentoring programs for identified students at risk. Service providers must demonstrate a competency level of knowledge and understanding of federal, state and local standards, rules, policies, procedures, student achievement, communication and reporting requirements necessary to design, develop, implement, conduct and administer educational programs such as those described below.

- a. Provide early childhood and family support programs for families with children six months to five years of age. Such programs shall provide complete and comprehensive assessments, testing and evaluation of enrolled students to determine their physical, mental and social development and to identify children with specific physical and learning disabilities such as speech, hearing or visual impediments and/or others with physical, mental and medical conditions, so that they may receive and/or be referred for specialized programs to address and meet their individual special needs.
 - b. Provide and assist families and parents with the opportunity to develop the understanding, ability and skills necessary to be involved with, support and take a leading role in their child's learning environment.
 - c. Provide enrolled students with a sound and research-based education program that will assist the student in developing and acquiring cognitive, language, motor and social skills before entering kindergarten, which has been proven by research to lead to accelerated academic performance and success.
 - d. Provide elementary and secondary students during and after school, with educational and support programs such as tutoring, mentoring and recreational activities which provide students with the opportunity to receive instruction, assistance and remediation in the various academic content areas (i.e. language, reading, writing, math, science etc.). Other recreational and social programs allow students to participate in activities such as arts and crafts, dance, gymnastics, science fair, cooking, music, drama, sports, Boy/Girl Scouts etc. Family support programs may include but are not limited to, counseling, parenting classes, big brother/sister mentoring, etc.
 - e. Provide middle and high school students with educational and training services designed to assist, facilitate, encourage and support students who have been identified as students at risk and/or of dropping out of school to overcome their difficulties and become a productive member of society. Services may include, but are not limited to, guidance and counseling, helping with school completion, drop out prevention, alternative schooling, GED exam preparation, occupational skill training, practical work experience, summer employment, etc.
3. The offeror shall conduct and perform the necessary research required to obtain and develop a comprehensive understanding of the various components and aspects that make up the various environments (community, educational, business, family) and the numerous social, cultural, economical and geographical variables that influence, impact and define the attributes of an identified community. The offeror will utilize the collected knowledge and understanding to work with federal, state and local governmental, educational, non-profit, and for-profit agencies and organizations to develop, establish, coordinate and administer comprehensive and cost-effective community, family and student support programs that will, through cooperation and collaboration of these groups, provide research-based and well-founded individual and family services that may involve:
- a. Individuals and/or families who are in need of counseling, crisis intervention and support services due to action being taken by or being referred by official social-work agencies (CYFD), Protective Services Division (NMPSD), Juvenile Justice Division (JJD), Tribal Social Services and Public School Districts (CES members) due to any of several factors that may include, but are not limited to:
 - 1) Severe behavioral problems;
 - 2) Mental illness;
 - 3) Multiple delinquent acts;
 - 4) Repeated contact with law enforcement;
 - 5) Homelessness, running away;
 - 6) Parents with a history of abuse, neglect, incarceration, parole or probation;

- 7) Physical, sexual, emotional problems;
 - 8) Teen parenthood;
 - 9) Family with a child in danger of violating the compulsory school attendance law;
 - 10) Family with a child absent from their home residence without parents or guardian's consent;
 - 11) Supervised visitations mandated by a court between a parent and a child;
 - 12) Parents or children refusing to live together.
- b. Community outreach services that seeks out, communicates with and assists families with minor age children or individual young adults, ages 13 to 18, who are homeless or runaways, at risk and/or on the street. Services offered may include, but are not limited to:
- 1) Provide food, clothing and hygiene products;
 - 2) Family unification for runaways;
 - 3) Providing, referring and assisting families and individuals to governmental agencies and other support organizations relating to obtaining medical, dental and shelter;
 - 4) Case management and counseling services;
 - 5) Intervention, counseling and transportation to reconnect runaways with families;
 - 6) Crisis intervention, counseling and therapy;
 - 7) Employment and placement assistance.
- c. Developing, establishing, conducting and administering cooperative and collaborative programs involving community agencies, organizations and business partners to offer adolescents and young adults the opportunity to be involved with, participate in and have life experiences in the following areas:
- 1) Provide for services students ages 11 to 18 who have been identified as being at risk due to acting out, misbehaving, exhibiting a lack of self-control, associating with negative peers and participating in unacceptable group activities;
 - 2) Provide students ages 11 to 18 who have been long-term suspended or dis-enrolled from school or who have dropped out of school with instruction and social services that will help motivate, encourage and guide these students back into a regular or alternative education program, or prepare and assist the individual in obtaining a GED and/or transition gainful employment;
 - 3) Provide young adults who think it is time to move out and be on their own or are forced to "fend for themselves" before they are ready for the responsibility with counseling and services that will prepare, assist and support the individual in acquiring and developing the independent living and life skills to successfully transition to and live on their own. Services may include, but are not limited to:
 - a) Counseling for the individual on understanding and making the right decisions, and being aware of options and consequences of their decisions;
 - b) Communicating available resources and assisting in the referral process (housing, health care, public assistance, etc);
 - c) Seeking and maintaining employment;
 - d) Educational planning.
- d. Develop, establish conduct and administer cooperative and collaborative programs involving community agencies, organizations and business partners to offer a variety of prevention, intervention and support services to families with minor children. The offeror is encouraged and requested to develop and maintain strategic relationships and interactions with federal, state and community-based agencies and organizations to keep abreast of potential grants and initiatives that can assist families with children in need and/or at risk, such as an outreach program to inform and assist parents who may have children who qualify for the Medicaid health care program sign up and receive services.

- e. Assist educational and community groups to obtain, utilize and maximize the federal direct and flow-through grant dollars available to meet their current and future needs in providing the young people of the communities in New Mexico with a sound educational, community and home environment. The service provider must be familiar with and have a comprehensive understanding of the various federal and state grant programs that are available with all of their associated federal, state and local application, submittal, evaluation and reporting rules, regulations and related program requirements.

Categorical Definitions

APA – American Psychological Association
ACR – Association for Conflict Resolution
CYFD – Children, Youth and Family Division
FBI – Federal Bureau of Investigation
IACP – International Association of Chiefs of Police
NASP – National Association of School Psychologists
NMJJD – New Mexico Juvenile Justice Division
NMMA – New Mexico Mediation Association
NMPED – New Mexico Public Education Department
NMPHD – New Mexico Public Health Department
NMPSD – New Mexico Protective Services Division
NMPTA – New Mexico Parent Teacher Association
NMRLD – New Mexico Regulation and Licensing Department
NMSBA – New Mexico School Boards Association
USDOE – United States Department of Education
USDOJ – United States Department of Justice

Categorical Terms and Conditions

The following terms, conditions and offer qualifications are in addition to the applicable standard terms, conditions and offeror qualifications listed in this RFP. Please review each as listed below and if you agree, sign the second signature place on the Acceptance of Terms and Conditions form. Put the signed form and a copy of the Categorical Specific Terms and Conditions after Tab 5.

1. In its response to this solicitation, the offeror must provide written narratives and other requested documentation to substantiate and demonstrate its qualifications, ability, capacity, working relationships and experience to provide the specialized services to members/agencies in the most professional and cost effective manner.
2. The training and consulting services provided under this category must meet or exceed the ethical standards, guidelines and best practices established, recognized and endorsed by the APA, ACR IACP, NASP, NMCYFD, NMPED, NMPHD, NMMA, USDOE, USDOJ, New Mexico Regulation and Licensing Department, USDOE, USDOJ Office of Juvenile Justice and Delinquency Prevention and other federal, state and local organizations' published research, guidelines and best practices.
3. CES understands that there is currently no “certification and/or licensing” for providers of some of the services described and requested herein, but there are a number of acceptable skill sets, knowledge, training and experience that an offeror must possess to successfully develop,

implement, conduct and administer these very specialized programs. The appropriate incorporation of the following resources is required:

- a. Practical Information on the various program areas: A Guide for Schools and Communities (USDOE)
 - b. The Office of Safe and Drug Free Schools Guide for Preventing and Responding to School Violence (IACP)
 - c. Safeguarding Our Children: An Action Guide (USDOE and USDOJ)
 - d. National Youth Gang Center web site
 - e. Bully-Proofing Your School: Administrators Guide to Staff Development in Elementary Schools (Garrity, C., Jens, K., Porter, W., Sager, N., Short-Camilli, C. 2004)
 - f. Crisis Follow-Up Activities and Dealing with a Crisis at School: Practical Suggestions for Educators (NASP)
 - g. NCLB law (USDOE)
 - h. Minimum Educational Standards (NMPED)
4. The trainers and consultants provided under this category must possess the qualifications, training, experience and, if required, be licensed by the New Mexico Regulation and Licensing Department as required (for example, state mental health related licensures - LPC, LPCC, LMHC, LMSW, LISW, School Counselor, School Social Worker and School Psychologist).
 5. The individuals providing training and services in the following specialized areas must have a minimum of three (3) years experience:
 - a. Tutoring and mentoring services;
 - b. Gang research, prevention or intervention;
 - c. Staff, administrator, teacher, and student training;
 - d. Work in the school environment (capacity of work can be varied);
 - e. Program assessment, development and implementation;
 - f. Students and families at risk, prevention, intervention and management;
 - g. Social services and family support and intervention.
 6. In order to comply with the services requested herein, if the offeror proposes to use non-employees (outside trainers/consultants) for any of the basic services requested herein, it must provide resumes and documentation and a detailed description regarding their relationship.
 7. If a member and/or a public agency makes a request for services, the contractor must perform an in-depth, on-site visit with the requester to assess, evaluate, discuss and obtain a good and comprehensive understanding of the conditions, philosophy, and requirements to ensure the solution offered is comprehensive and will result in a successful outcome for the agencies' clients.
 8. In its response, the offeror must demonstrate its knowledge in, background and familiarity with New Mexico cultural intricacies, customs and how the multicultural groups impact and interact within the school, community and home environments.
 9. The offeror must possess the necessary (internal/external) resources to assist the agency, family and/or individual student in obtaining services, training, materials and supplies to successfully engage in, accomplish, overcome, resolve the situation and/or conditions that exist in any of the areas identified herein.
 10. The contractor must assist the member/agency in developing, preparing, conducting, compiling, analyzing, summarizing and reporting results of surveys, assessments and performance evaluation of the execution of the programs or services as defined within the scope or work agreed upon by all parties involved with the project.
 11. If requested, the contractor will assist the member/agency by doing research and data collection in order for the member's/agency's administration and governing board to have access to and

develop a complete understanding of existing federal, state, local rules, regulations, guidelines, policies and procedures that may exist in the areas covered by this solicitation.

12. If requested, the contractor will assist in conducting presentations to member's/agency's governing board members, administrative team, staff, students and community to educate and communicate the developed program, program goals, objectives and outcome to be accomplished and the tasks and activities to be offered to address each of the identified program areas.
13. All of the programs offered and services performed must be of the highest quality and conducted in the most professional manner. The contractor will be solely responsible for managing and supervising the performance and/or conduct of all trainers/consultants and ensuring that tasks, activities and programs meet or exceed expectations and project requirements.
14. Prior to the member/agency entering into an agreement and/or issuing a purchase order, the contractor shall have in place a complete and detailed proposal describing and stating the scope of work to be performed, established timelines, goals, objectives and outcomes. The agreement/purchase order will also state the process and the standards to be utilized by the member/agency and the contractor to evaluate and determine if the proposed project is complete and acceptable to the member/agency.
15. If offering any type of program management or administrative related services, the contractor's consultants/providers must ensure that all of the activities, events and/or transactions are in accordance with and in full compliance of all federal, state and local provisions, rules, regulations, policies, procedures and requirements. The contractor must have a clear understanding with the involved parties on how such issues are to be handled, reported and audited.
16. The contractor must be familiar with national, state and local professional organizations and associations relating to the service areas being proposed. The contractor will encourage its employees and the member's employees to become involved with and participate in professional development and training programs offered by these groups on an ongoing basis.
17. Based upon information received from the member/agency and after review of the member's/agency's scope of work, the contractor will prepare a clear and detailed project proposal covering the services to be provided, the supplies, materials, equipment and other related items needed to perform and successfully complete the scope of work, together with the estimated timelines, terms, conditions, stipulations and costs associated with the implementation of the proposed project. The contractor must also clearly state and identify any/all facilities, equipment, materials, supplies and/or personnel that the member/agency will be responsible for providing.
18. The member, upon receipt of the contractor's proposal, will peruse and determine if any changes or modifications are needed. The member reserves the right to accept or reject any proposal submitted. If the member determines through the evaluation process that the contractor can perform, provide and administer the proposed scope of work as defined, then an agreement/purchase order will be prepared and issued to CES. CES will then issue a purchase order to the contractor.
19. The contractor, upon receipt of the CES purchase order, will, if required, provide the member/agency with the necessary documents, paperwork and/or bonds for the consultants/services being provided.
20. The contractor will provide the proposed consultants/services in accordance with the project's documents. Any change orders and/or modifications to the project will be allowed only with written approval of CES, the member and the contractor.
21. Change orders are to be avoided, if possible, since they often indicate poor planning. A mutually agreed upon system for establishing changes must be identified, including changes in scope and

changes in compensation for the contractor. Because of unforeseen events and conditions that may arise during a project covered by this RFP, the ability to make change orders needs to be permitted and mutually agreed upon and paperwork to document these changes must be allowed. A change order that increases the contract amount in excess of \$5,000 or five percent of the contract amount, whichever is greater, must be approved in writing by the member's/agency's governing board. A copy of the approval must accompany a revised purchase order to CES. No change order that increases the cost of the project will be permitted without a purchase order to CES from the member/agency ordering the change. CES will then issue a revised purchase order to the contractor. Changes mutually agreed upon by the member/agency and the contractor that do not involve compensation or do not significantly modify the scope of work, can be made without communication to CES.

22. Any consultant who has been terminated from a professional position within the past eight (8) years must provide information about the termination. CES reserves the right to approve or reject any consultant suggested by the offeror to work the contract based on the information obtained.
23. The contractor agrees to update the qualifications brief and background checks of consultants on an annual basis. For new consultants to be placed on contract, the contractor will provide all the above information prior to appointment to the contract.
24. The offeror will accept not to exceed (NTE) purchase orders for as-needed services, if requested. The process for invoicing and receiving payments must be clearly stated and agreed to by all parties. The contractor will not invoice for services that exceed the NTE purchase order.
25. Offeror will identify its regular costs, CES discount and the CES prices. All costs, including hourly fees, administrative fees, per diem, travel, and reimbursable expenses, daily, weekly and other charges will be clearly described and stated in the Offeror's response.
26. For the term of the contract, the contractor will have professional, errors and omissions liabilities insurance and must provide an insurance certificate upon request and demonstrate they possess the capacity to obtain such insurance. (Tab 4)
27. If required by the member/agency, the contractor must provide and maintain a performance bond in an amount to equal one hundred percent (100%) for each individual member's/agency's contract.
28. The method and manner of performance must be stated: employees/consultants of the contractor are not employees of the member/agency; the level of competency of the personnel will be subject to approval by the member/agency; contractor's employees must comply with member's/agency's policies and procedures governing dress and conduct.
29. Compensation for received services, terms of progress payments and a schedule of payments must be described in the contractor's proposal. CES will not be responsible for any late fees due the contractor by the member/agency.
30. The contractor will ensure that any individuals, firms or subcontractors being used to perform or supervise work under this contract have all licenses and qualifications required by NMPED and/or by law. All subcontractors must be clearly identified with the name, address, type of work, New Mexico license number, if applicable, and New Mexico State Tax ID.
31. The Offeror must be financially able and have the human resources, experience and expertise to provide the scope of work and comply with the terms, conditions, and stipulations as defined herein.

Required Categorical Response

The following numbered items describe the special specifications for this category. Offerors must respond by providing a short statement that is related to each numbered item and place the responses after Tab 5. Failure to respond to this section will render your proposal non-responsive.

1. The offeror must identify and provide a complete listing of all staff and/or outside consultants/firms that will be in charge of and will be providing the services proposed herein. The offeror must also provide complete and detailed resumes, including qualifications, educational certifications, license, background and experience.
2. Provide a company profile outlining the type of organization (non-profit/for profit), and a detailed historical snapshot of when the organization began performing and providing the various services proposed herein. Provide your organization's mission statement and philosophy, as well as the goals and objectives for each of the programs and services you are proposing. Provide details relating to your organization's governance, internal controls and how the management team ensures commitment and quality control of the providers and consultants.
3. Provide examples for each program area proposed of current cooperative, collaborative and/or contracts your organization has in place that best demonstrates your organizations ability and capacity to provide the proposed services to CES members/agencies within the various CES procurement regions as identified herein. Provide the following:
 - a. The name of the institution, contact person name and information;
 - b. The scope of work performed, the goals, objectives and expectations of the client;
 - c. The tasks and activities utilized to meet and complete the scope of work as defined;
 - d. The outcomes achieved and the follow-up tasks and activities to be completed;
 - e. Samples of meeting agendas and surveys used to evaluate the programs and services provided.
4. Provide written narrative and/or documentation to demonstrate your firm and its staffs' multicultural competency and experience with New Mexico local customs.
5. Provide examples of your past work within a multi-disciplinary team and your general approach to the process.
6. Describe your training style and how it is conducive towards learning.
7. Provide details regarding any initiatives your organization has developed with federal, state or local government agencies to address particular needs identified within a school, community, and/or home environment.
8. Demonstrate that your firm understands what this solicitation is requesting by providing, if awarded, your organization's proposed action plan for developing, marketing, implementing and conducting the proposed programs and services requested herein.

Categorical Price and Cost Submittal

1. The offeror must provide a complete and detailed proposed methodology for how individual consulting and service fee and/or program cost will be developed and stated under this solicitation. All prices submitted must be categorized by supplies, materials, reimbursables and labor as separate line items, unless the item/service/program being priced as packaged cost, which includes labor, equipment and materials.
2. The offeror must base any fee and/or program cost schedule submitted on a fixed discount off an MSRP or published list price.

3. Labor rates must be provided as hourly or daily rates and may list discounts for large volume purchases.
4. Price sheets, catalogs and other pricing forms must clearly identify and describe the services, supplies and/or materials, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
5. All pricing information must be placed behind Tab 6 of the offeror's response.

Cost Evaluation Information

The following factors will be used to evaluate and award this category of the RFP. Please note that these are only a few items selected to do the evaluation.

1. General Cost Items
 - a. Travel Time – This represents any cost associated with employees and/or subcontractors traveling to and from the project site from their home location. Offeror is to indicate the percent of the individual's regular hourly rate that is to be charged for travel time. Example: If an individual is paid One Hundred Dollars (\$100) per hour and you charge the customer Fifty Dollars (\$50) an hour, the percent of regular time would be fifty percent (50%).
 - b. Per Diem – This represents the costs associated with housing and meals for individuals who have to stay overnight while working on a project. Offeror is to indicate the daily rate to be charged per person. Note: This does not cover transportation costs.
 - c. Vehicle/Equipment Rental – This represents the cost for obtaining and providing rental vehicles and/or equipment for the workers and/or project-site to complete a particular project. Offeror is to indicate the percentage of mark-up/overhead/processing cost to be added to the actual expense incurred by the offeror to provide these items. Example: Rental was Two Hundred Dollars (\$200) and the offeror bills the customer Two Hundred and Twenty Dollars (\$220). The percentage of mark-up/overhead/processing cost would be ten percent (10%).
 - d. Mileage Rate – This represents the per mile cost to the customer when a company-owned vehicle is used for transportation. Offeror is to indicate per mile charge in the format as Forty-Five Cents (\$.45) per mile.
 - e. When providing renting or leasing of equipment, indicate an hourly, daily, weekly and/or monthly rate.
 - f. Alternative Method of Costing – These methods cover any custom or specially designed program or services not covered by other methods and sole source. Offeror is to indicate the percent of overhead and/or markup to be added to these costs to obtain the retail cost on which the CES discount can be taken to achieve CES price.
 - g. Discounts Provided off of the Alternative Methods of Costing – This represents the discount provided by the offeror on the alternative method of costing.
 - h. Discounts Provided on Normal and Customary Stated Prices – This represents the average discount provided by the offeror on stated prices.
 - i. Offerors may base material, supplies and labor prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, an established method for setting a list price must be submitted so that the CES discount can be applied.
 - j. Price sheet – Catalogs and other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.

- k. Performance and Payment Bond Costs – This represents the cost the contractor incurs to provide a performance and payment bond to the member for an individual project when it is required. The offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate, that is, two percent (2%).
- l. Offeror's Support for CES Pricing – This is the percent of difference between what the offeror's price to CES and the price that the offeror would offer the same products directly to any public educational institution in New Mexico. The offeror's CES price is \$100, the offeror's direct price to CES members is \$103. The difference is 3% percent.
- 2. Labor Rates
 - a. Labor Rates – Hourly rates for individual(s) who perform services on an as-needed basis. Rates provided must be loaded (includes benefits, payroll taxes, overhead and profit).
- 3. Material
 - a. Discount for CES
 - b. Other discounts
 - c. Other materials, supplies or software

Category 4 Janitorial Services

Categorical Scope of Work

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

Categorical Definitions

ADA – Americans with Disabilities Act

EPA – Environmental Protection Agency

ISO – Insurance Services Office

MSDS – Material Safety Data Sheets

OSHA – Occupational Safety and Health Administration

QCP – Quality Control Program

Categorical Terms and Conditions

The following terms, conditions and offer qualifications are in addition to the applicable standard terms, conditions and offeror qualifications listed in this RFP. Please review each as listed below and if you agree, sign the second signature place on the Acceptance of Terms and Conditions form. Put the signed form and a copy of the Categorical Specific Terms and Conditions after Tab 5.

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

7. All services provided and materials used will be in accordance with acceptable industry standards and all federal, state and local guidelines, rules and codes. Products used will be environmentally safe, used in accordance with product directions and be subject to approval of the member's representative(s). The vendor will provide to the member's representative(s) all material safety data sheets (MSDS) for all products.
8. The vendor, or a designated representative, will be responsible for all matters affecting work hereunder. If this representative changes, the member's representative(s) must be notified in writing within (5) days after the change.
9. The vendor acknowledges and recognizes that other program activities, repair and maintenance operations may be conducted at the sites by member's work forces and other parties under contract with the member. The vendor may be required to modify or curtail certain tasks and operations when this occurs.
10. Locks and Keys
 - a. Access to member's facilities will be in accordance with instructions, and keys and/or security cards will be issued or provided by the member's representative(s). Access may include special instructions about security systems installed at the facilities. The vendor will take all reasonable precautions to ensure that security of the facilities and internal equipment, furnishings and other items are maintained at all times.
 - b. The vendor will be responsible for the keys assigned to it and will assign these keys to its personnel for use in maintaining the facility. The vendor will be responsible for the proper use and safe keeping of all keys issued by the member to the vendor.
 - c. When leaving the facility, the vendor's staff will ensure that all external windows and doors are closed and secured. If the vendor's staff fails to properly secure a facility, the member will deduct any resulting fees and/or the cost of member staff time required to correct the situation from the vendor's monthly payment.
 - d. The vendor will report all lost or stolen keys to the member's representative(s) within 24 hours after discovery of the loss. The vendor will reimburse the member for the total cost, as determined by member, of re-keying the facility or duplicating additional keys.
 - e. Upon expiration or termination of individual projects performed under this solicitation, the vendor will immediately return all keys, cards, remote controls, etc., to the member.
11. Temporary Suspension of Work
 - a. The member's representative(s) will have the authority to suspend work by the vendor, wholly or in part, for such period as necessary due to unsuitable work conditions, failure of vendor to carry out directions, unsafe or hazardous conditions or failure to perform in accordance with this solicitation.
 - b. The vendor will request permission of the member's representative(s), during member business hours, to temporarily suspend work, wholly or in part, for such period as necessary due to unsuitable, unsafe, or hazardous work conditions or failure of member to notify the vendor's representative(s) of changes in locks, security codes or access to facilities being cleaned.
12. The vendor will be responsible for ensuring that all reasonable precautions are taken to protect furnishings, fixtures, equipment, computers, telephones, copying machines, flooring, window coverings, carpeting, fax machines, telecommunications and electrical equipment and cables and all other physical objects in facilities being cleaned. If offeror causes loss or damage, offeror will pay the member to repair or replace the equipment.
13. At no cost to the member, the vendor will furnish all supplies. This includes, but is not limited to, trash receptacles, trash receptacle liners, feminine hygiene products, paper products, toilet paper, toilet seat covers, hand soap, lotions, floor finish, strippers and wax, and all related dispensers. They include, but are not limited to:

- a. Toilet paper will be of 100% post consumer waste content, double ply, such as Fort Howard or approved equivalent.
 - b. Paper towels will be of 100% post consumer waste content, semi-bleached, multi-fold, such as Fort Howard or approved equivalent.
 - c. Wax, such as Able's Diamond Cote Premium Grand Floor Finish or equivalent.
 - d. Stripper and wax for wood floors.
 - e. Roll paper towels, when used, in kitchens and coffee stations.
 - f. Germicidal cleaner to be used in all child care areas.
 - g. Paper toilet seat covers.
14. The vendor, as a component of the project's cost(s), will provide: all chemicals, cleaning agents, floor stripper, floor sealer and finish, carpet shampoo and spotting agents, furniture cleaner and polish, chrome or other metal polish, graffiti remover and other cleaning related supplies. All cleaning agents, finishes and polishes are subject to review and approval by member's representative(s).
 15. At the option of the member, walk-off mats will be provided at all exterior entrances to the building and in all kitchen areas. Mats are to be a minimum of 18 linear feet by 3 feet wide. Mats should be on a regular service/cleaning schedule to maintain a clean appearance at all times. A minimum rotation of every two (2) weeks will be enforced.
 16. No supplies will be used that the member or the manufacturer of the product determines would be harmful to any other part of the buildings, occupants, contents or equipment. As part of any proposal offered under this solicitation, the vendor will provide a "supply list" of products and supplies with brand names and estimated quantities needed for the proposed project. Upon receipt of the proposal, the member may require samples, MSDS and product brochures to determine if they meet their requirements. Prior to starting a project, the vendor will provide the member's representative(s) with product brochures and MSDS.
 17. The vendor is responsible for conducting its own assessment and evaluation of the facilities to be serviced to determine the paper goods, soaps, cleaners, etc., necessary to maintain the building's bathrooms, kitchens, etc.
 18. The vendor will be responsible for refilling or restocking dispensers in accordance with the task specifications established for each project. The vendor will also ensure proper distribution and monitoring of these supplies to prevent waste, theft or other abuse.
 19. The member's representative(s) will identify and authorize the vendor to use a designated area for storage as needed. If the designated area is shared with member's personnel, the vendor will clearly identify materials and supplies belonging to the vendor. The member will strive to provide a locked storage area to the vendor.
 20. Adequate supply of paper supplies, hand soap, etc., will be stored in locked housekeeping closets on each floor. The member with vendor input will designate where cleaning supplies will be stored. Designated member employees will have keys to these closets in the event supplies need to be replenished during the day.
 21. Cleaning Equipment
 - a. All cleaning equipment, including power drive floor scrubbing machines, back pack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, and all motor trucks, etc., needed for the performance of the work of individual projects, will be furnished by the vendor. Such equipment will be of the size and type customarily used in work of this kind and no equipment will be used which is harmful to the buildings or their contents. The vendor will indicate within each project's proposal an "equipment list" to include model and serial number, manufacturer and the amount.
 - b. Equipment such as brooms, mops and vacuums will be available for use by the member's staff when needed. The member will assume full responsibility when using the equipment.

- At the member's or a vendor's option, a procedure will be developed to outline each party's responsibilities.
- c. Electrical power of 110 volts will be furnished by the member at existing power outlets for the vendor's use to operate such equipment as is necessary in the operation of its work. The vendor will be responsible for any damage to the electrical outlets and their covers caused by the improper use of equipment.
 - d. Hot and cold running water will be provided to the vendor as required for this service.
22. The vendor will not use member's facilities, property or equipment, including copy machines, telephones, fax machines, computers, calculators, typewriters and other items for personal or company business, unless authorized in writing by the member. Breaks and meal times will be taken in the break or lunch eating areas only. The vendor's telephones will be used only for emergencies or to call the member's representative(s).
 23. The vendor will provide a method(s) to enable member's staff to contact the representative of the vendor assigned to an individual project site, who is proficient in English, to take action regarding inquiries, complaints and emergencies. The vendor's representative will reply to the member's representative(s) request within one hour after contact has been made.
 24. If, during members normal hours of operation, action is required to prevent impending injury, death or property damage, the member can, after attempting to notify the vendor's representative(s), cause such action to be taken by the member work force. The member can then charge the vendor the cost thereof, or can deduct such cost from future monies due the vendor.
 25. All complaints will be resolved as soon as possible after notification, but in all cases, within the next date of scheduled janitorial services, and to the satisfaction of the member's representative(s). If any complaint is not resolved within this time, the member will be notified immediately of the reason for not resolving the complaint, followed by a written report to the member within five (5) days. If the complaint is not resolved to the satisfaction of member, the member can take action to correct the complaint. The cost incurred by member will be deducted from payments due the vendor.
 26. Drug-Free Workplace – During the performance of any project covered by this RFP, the vendor agrees to:
 - a. For the purpose of this section, “drug-free work place” means a site for the performance of work done in connection with a specific project awarded to a vendor in accordance with this solicitation, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of work covered under this RFP.
 - b. Provide a drug-free workplace for the vendor's employees.
 - c. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the vendor's work place and specifying the actions that will be taken against employees for violations of such prohibition.
 - d. State in all solicitations or advertisements for employees placed by or on behalf of the vendor that the vendor maintains a drug-free work place.
 - e. Include the provisions of the foregoing clauses in every subcontractor's agreement, so that the provisions will be binding upon each subcontractor.
 27. Occupational Safety and Health Administration (OSHA) Guideline Compliance
 - a. Material Safety Data Sheets (MSDS) – The vendor will furnish the member's representative(s) copies MSDS for all products used prior to beginning service in any facility.

- The vendor must update copies of the MSDS on an annual basis and when any new products are introduced into any facility or added to the contract prior to the product being used.
- b. The material safety data sheets must be in compliance with OSHA Regulation 1910.1200, Paragraph g.
 - c. Labeling of hazardous materials – The vendor will comply with OSHA Regulation 1919.1200, Paragraph f, concerning the labeling of all chemical containers.
 - d. Written hazard communication program - The vendor will comply with OSHA Regulation 1919.1200, Paragraph e, concerning written hazard communication program. A copy of the plan will be provided to member prior to commencement of the project.
 - e. Hazard Communication - The vendor will comply with OSHA Regulation 1919.1200, Paragraph h, concerning employees' information and training for hazard communication program. A copy of the plan will be provided to member prior to commencement of the project.
 - f. Caution signs – The vendor will use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to member. Caution signs will be on-site on commencement of the project.
 - g. OSHA guidelines of blood pathogens – The vendor will comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in janitorial service. A copy of the plan will be provided to member prior to commencement of the project.
 - h. Failure of the vendor or its employees to comply with all applicable laws, regulations and rules will permit CES and its member to immediately terminate the vendor's contract without liability.
28. Labeling of Supplies and Chemicals – The vendor will purchase and issue all chemicals in their original containers. Precautionary warning labels will be affixed to all applicable containers as prescribed by law, regulatory agencies or the member. Marking or labeling of materials containing hazardous or toxic substances or wastes will be in accordance with all federal, state and local laws, ordinances, rules and regulations.
29. Slip Resistance – The vendor will verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors will be corrected immediately.
30. Germicidal Properties – The vendor will use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) registration number.
31. Facility Checks – The vendor will perform daily on-site safety checks of both the interior and exterior of the facility. The safety checks will be recorded on site and be posted in each facility office on a form provided by the member's facility manager or designee.
32. Hours and Days of Custodial Services – The basic daily hours of janitorial service will be established and agreed upon by the member and the vendor as part of the project proposal process. Days of service may include, but are not limited to, Monday through Saturday for a period of time set by the member. The vendor and the member will determine what holidays will or will not be worked. The member can request additional days for special activities, that is, summer cleaning or athletic events.
33. Contact Information
- Prior to starting a project:
- a. Member will furnish the vendor with a list of contacts and phone numbers for each facility to be used in case of an emergency.
 - b. Vendor will furnish the member with a list of contacts and phone number for each supervisor and for after-hours emergency.

34. The vendor must notify the member's representative(s) of any problems or service interruptions within 24 hours or next business day. Unavoidable service disruptions may be made up, at the sole discretion of the member's representative(s). Costs associated with services that cannot be made up will be subject to action provided for herein. Repeated custodial service interruptions without justification or approval of the member's representative(s) will be subject to action provided for herein.
35. Day janitorial services can include, but are not limited to:
 - a. The vendor will provide daily janitorial service Monday through Friday for the time period identified within each individual project's proposal. The work hours will be clearly identified and agreed upon, in writing, by the member's representative and the vendor. If the member requests that the hours be adjusted, it must be agreed upon by the vendor.
 - b. The main functions of the day janitor are to thoroughly clean and restock all bathrooms/classrooms in the building, to assist the member's staff in set up, take down and moving furniture as needed and perform other cleaning duties as may be assigned by the facility manager, that is, setting up and taking down lunch room furniture and cleaning the areas; preparing for an assembly or athletic event. If these types of services are to be provided, they must be listed as part of the project scope of work and their associated costs included in the cost proposal.
 - c. The day janitorial staff will meet and abide by all of the member's local policies and dress codes, including, but not limited to, fire drill and evacuation training, uniforms, identification, etc. The day janitors must be able to communicate in oral and written English. No on-site vendor supervisor is required, but there will be a supervisor or responsible person available via telephone should it be necessary. The on-site supervisor will be the member's representative(s).
 - d. The member, together with the vendor will determine the cleaning and other support to be provided, but they will not exceed the standards described and agreed upon in the project's proposal for daily housekeeping and related services.
36. Janitorial Service Schedules:
 - a. Within 10 working days of receiving the CES purchase order, the vendor will submit a work schedule to the member's representative(s) for review and approval. Said work schedule will be based on contract period identified in the vendor's proposal (that is, weekly, monthly, semi-annual, and annual tasks).
 - b. The vendor will submit revised schedules to the member's representative(s) when actual performance differs substantially from planned performance. The member representative(s) will accept or reject the revision within five (5) working days prior to scheduled time for the work.
 - c. At the discretion of the member's representative(s), daily, weekly, and/or monthly meetings between the vendor's and the member's representative(s) may be scheduled to review and determine progress and address any changes in schedules, problem areas, etc.
 - d. Changes or variations in scheduling may be necessitated by the member's special events, assemblies, athletic events, community activities, etc. The vendor will adapt to any or all schedules to meet requests of the member's needs. If there are additional costs to these requests, they must be identified in writing prior to the schedule being approved and implemented.
37. Supervisor(s) – The vendor will provide necessary on-site supervision if requested by the member. Vendor's supervisor(s) shall read, write and communicate in the English language. Vendor's supervisor(s) will also be capable of communicating fully with all of the vendor's employees in the event they do not speak, read or write English. The member's authorized representative will be the sole judge of the communication level. The daytime janitor shall read,

write and communicate in the English language. The vendor will provide documentation that the supervisor has the experience and is paid at a higher rate than the employees he or she supervises. If an on-site supervisor is required, the supervisor will be on site during the entire shift, but may leave to accomplish tasks related to the member's project. Depending on the scope of the project, the supervisor may be required to provide some of the services offered. If the regular supervisor is absent, the vendor will provide a substitute of equal or greater skills. The vendor will be required to provide to the member the name, position and resume of the supervisor prior to him/her beginning work and comply with all the requirements in Section 37, Mandatory Qualifications for Contractual Personnel. The vendor will provide and maintain telephone service to the supervisor of each project and messaging services for the use of the supervisor for work-related messages.

38. Mandatory Qualifications for Contractual Personnel

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

39. Employee Identification and Building Access

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

performance of their services. All doors which are locked before will be re-locked upon completion of their cleaning activities.

40. Vendor's Quality Control Program (QCP)

- a. The vendor will establish a complete QCP to ensure that the requirements of each project performed under this solicitation are met as specified in the project proposal. A draft QCP will be submitted as part of the offeror's response. Place behind Tab 5. Likewise, prior to the start of any project, the vendor will submit to and receive approval from the member's representative(s) for the QCP. The QCP will be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable to the member.
- b. The offeror will tailor an inspection system for the facility and cover all services stated in the tasks and frequencies segment of the project proposal. The offeror will prepare a checklist for use during the performance of the work. When an inspection is completed by either the member's representative or offer's representative, he/she will date and sign the inspection report.
- c. An on-site file of all inspections conducted by the member and/or vendor's representative, and the corrective action taken if deficiencies were noted, will be maintained. This file will be made available to either of the parties during the term of the project.

41. Daytime Emergency Housekeeping Service

- a. The vendor will have an individual available who can respond to daytime housekeeping emergencies. The person will be fully trained in safe and sanitary housekeeping procedures, be an employee of the vendor and be familiar with the member's facilities.
- b. The vendor will provide an emergency daytime telephone number to the member (see Section 33-b).
- c. The vendor will respond on site within two (2) hours after an emergency call is made.
- d. If daytime emergency services are to be provided as part of vendor's proposal, outline all costs. Vendor will charge a minimum of two (2) hours for each emergency response.

42. It will be the responsibility of the vendor to inspect, identify and report any condition(s) that renders any portion of the site(s) unsafe, as well as any unsafe practices relating to the environment or the performance of the services offered. The member's representative(s) will be immediately notified of any unsafe condition. If needed, vendor will assist the member by summoning emergency assistance while at the site(s).

43. The vendor's staff will be informed of the project, together with its cleaning/maintenance requirements and schedule(s). An outline of the task requirements and schedule for each facility will be kept with each crew. If any task cannot be completed within the project cleaning schedule timeline, the member will be immediately notified.

44. The services to be performed under each project through this solicitation will be subject to the general control and approval of the member. The vendor will not comply with requests and/or orders issued by anyone other than the member's representative(s) or his designated representative(s) acting for the member. Any change to the project must be agreed upon and approved in writing by the member and the vendor.

45. Each project covered by this solicitation will have a project term that is requested by the member and agreed upon by the vendor prior to the issuing of a CES purchase order. The project term can vary from one week to one year and will depend upon the member's needs.

46. A project term can be extended and/or renewed based upon this solicitation's terms and conditions as long as any award under this solicitation has not expired. A project renewal period can be up to one year and renewed annually as long as the award is in place. The member will give its notice of intent to renew in writing to the vendor 90 days before the expiration date of the current project period. This notice will not be deemed to commit the member to renew the

project for the renewal period, until such time as the vendor receives a CES purchase order for the extension period.

47. The vendor will purchase certificate of insurance naming the member as co-insurer prior to the beginning of any project covered by this solicitation. In addition to those listed under the "General Terms and Conditions" section, the insurance coverage will include the following provisions:
 - a. All deductibles or self-insured retention will appear on the certificate(s) of insurance issued.
 - b. The member, its officers, employees, agents and volunteers will be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 - c. The offer's insurance will be primary over any applicable insurance or self-insurance maintained by the member.
 - d. Will provide 30 days written notice to the member before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
 - e. All coverage for subcontractors of the vendor will be subject to all of the requirements stated herein.
 - f. All deductibles or self-insured retention will appear on the certificate(s) and will be subject to approval by the member. At the option of the member, either the insurer will reduce or eliminate such deductible or self-insured retention, or the vendor will be required to procure a bond guaranteeing payment of losses and related claims expenses.
 - g. Failure to comply with any reporting provisions of the policy(s) will not affect coverage provided the member, its officers/officials, agents, employees and volunteers.
 - h. The insurer will agree to waive all rights of subrogation against the member, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
 - i. The vendor will furnish the member a certificate of insurance, including endorsements affecting coverage. The certificate is to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
 - j. All insurance will be placed with insurers maintaining an A.M. Best rating of not less than an A+ and licensed to do business in the State of New Mexico. If A.M. Best rating is less than A+, approval must be received from member's risk officer.
 - k. All coverage designated herein will be as broad as the Insurance Services Office (ISO) forms filed for use with the State of New Mexico.
48. Individual project contracts entered into by the vendor and the member will contain a "hold harmless clause" that includes the following. The vendor will, during the term of the project, indemnify, defend and hold harmless the member, its' officials, employees, agents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding project work or on account of any act or omission by the vendor or its' employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree.
49. As part of any proposal, the vendor must clearly identify all personnel who will perform under the project, who is the a relative of an employee and/or a board member of the member and/or who him/herself is an employee or a current sitting board member of the member. This report process is intended to protect against conflict of interest and/or employment discrimination claims.
50. Employment discrimination by vendor is prohibited. The vendor accepts and agrees to the following provisions as part of any project performance covered by this solicitation.

- a. The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or any other basis prohibited by federal and state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient to meet this requirement.
- c. The vendor will require all subcontractors to adhere to and comply with the provisions as described in paragraphs a and b above.

51. Safety

- a. All vendors and subcontractors performing services under this solicitation will comply with all OSHA, EPA, ADA and any other applicable federal, state or local rules and regulations governing worker and workplace safety. Also, the vendor and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this solicitation.
- b. Notice of Required Disability Legislation Compliance – CES and its members are required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and all local policies adopted by the local member’s governing board. The vendor will be held responsible for obtaining and complying with local policies.
- c. Specifically, members may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act.

Categorical Specifications

1. Clean Floors

- a. Resilient Tile and Concrete – Daily: The vendor will begin cleaning operation by sweeping floors with a treated dust-mop to remove all dirt, dust, trash, particles and other debris. The vendor will use a mildly abrasive pad (or equivalent) to remove all scuff marks, scars, streaks, spills, stains, gum, tar and other foreign substances. The vendor will then wet mop the floor. When wet mopping, the vendor will ensure that the floors, walls, baseboards, corners, thresholds and adjacent surfaces are free of dirt, dust, marks, scars, streaks, spills, stains, gum, tar and other foreign substances, including those resulting from the cleaning equipment and the splashing of cleaning solution. The vendor will ensure that all cleaning solutions have been mixed according to manufacturer’s directions and are appropriate for the floor surface. The vendor will take the necessary precautions, including the display of “wet floor” signs; to ensure that facility users are advised of wet/slippery floors. (Rest room floors

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

vacuum to remove surface soil and embedded grit from all areas accessible to the carpet vacuum. Chairs and trash receptacles will be moved to vacuum underneath and then replaced in their original positions. The beater bars or brush of the vacuum will be adjusted to correspond to the pile height of the carpet. A tank vacuum with a crevice tool and brush attachment will be used to clean all areas which are inaccessible to the carpet vacuum. The vendor will also spot clean the carpet to remove all spots, stains, gum, tar and other foreign substances. When spot cleaning carpet, the vendor will use a spray foam product and a soft bristle brush to agitate the area; any dampness will be removed by blotting area with a clean soft cloth. The member's representative(s) will be notified if spot cleaning effort is not effective.

- b. Clean Carpets by Extraction Method – Semi-Annually: The vendor will thoroughly clean carpeted area using the water extraction method. The vendor will remove all movable furnishings from the carpeted area and place the furnishings in an appropriate temporary location. All paper, gum, rubber bands, staples, paper clips and other debris will be removed from the carpeted area. The vendor will use a carpet vacuum to remove surface soil and embedded grit. All spots and stains will be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment will be operated over the entire carpeted area. All instructions provided by the manufacturer of the water extraction equipment and cleaning solutions will be followed. After allowing sufficient drying time, the vendor will vacuum the carpeted area following a pattern which will give the carpet pile a uniform appearance. The vendor will conclude the operation by replacing furnishings to original locations.
5. Clean Glass Doors, Partitions and Panels – Daily: The vendor will spot clean glass doors, partitions and panels. The glass surfaces will be cleaned and dried and will present a uniform appearance free of all dirt, grime, smudges, stains, streaks and foreign substances.
6. Weekly – The vendor will spot clean doors, including door glass, handles and door frames to remove all dirt, cobwebs, mold, graffiti, grease, marks, stains, smears and other foreign substances. The vendor will ensure that water/cleaning fluids are not spilled onto floors or adjacent areas.
7. Clean Radiators – Semi-Annually: The vendor will remove radiator covers and clean all radiators with a brush. While covers are removed, the surrounding floor area will be cleaned. Replace radiator covers.
8. Clean Ceiling Vents and Light Fixtures – Three (3) times per year: The vendor will dust and spot clean the ceiling vents and light fixtures to remove all dirt, particles and cobwebs. The vendor will notify the member representative(s) of burned out light bulbs and missing or damaged ceiling tiles.
9. Clean Furnishings – Daily: The vendor will spot clean all furnishings such as desks, chairs, cabinets, display cabinets, counters, tables and other furnishings, including legs and bases as is appropriate to type. Furnishings will be free of dust, particles, lint, litter, stains, smudges, fingerprints, gum, tar, grease, marks, streaks and foreign substances. Items on top of the furnishings will not be disturbed during the cleaning procedure. All tables, counters and plastic chairs in child care areas will be cleaned with an approved germicidal disinfectant. On wood, the vendor will use a soft clean cloth and an approved aerosol polish to clean surfaces. Wood furnishings will not have an oily film when the surface is rubbed lightly with fingertips. For hard surfaces, other than wood, the vendor will use a sponge, clean cloth and spray bottle of neutral detergent or glass cleaner to clean washable surfaces. Glass cleaner will be used on all glass surfaces. After cleaning, these surfaces must have a clean, uniform appearance, free from streaks, spots and other evidence of soil. For vinyl, the vendor will wipe surfaces with a cloth or

sponge with an appropriate cleanser, re-wipe with a clean damp cloth and dry with a clean cloth. The vendor will use a lightly treated dust cloth, tank vacuum with dusting attachment or a combination thereof to clean surfaces. When spot cleaning cloth furnishings, the vendor will use a spray foam product and a sponge to agitate the area; any dampness will be removed by blotting area with a clean soft cloth. The vendor will notify the vendor representative(s) if spot cleaning effort is not effective.

10. Dust Clocks, Lamps, Telephones, TV'S and VCR'S – Bi-Weekly: The vendor will dust/polish, with a treated cloth, the exterior surfaces of all clocks, lamps, TVs and VCRs. These items will be free of dust, dirt, smudges and fingerprints.
11. Dust Ledges, Shelves and Other High Surfaces – Weekly: The vendor will dust ledges, window sills, air conditioner tops, shelves and other high surfaces. These items will be free of dust, dirt, cobwebs and other foreign substances.
12. Empty and Clean Trash Receptacles – Daily: The vendor will empty all trash receptacles. Liners will be replaced daily. All trash must be bagged before it is placed in the dumpster. The interiors and exteriors of trash receptacles will be free of trash, liquids, gum, grease and other foreign substances. Those trash receptacles containing liquids or other substances which could be the cause of odors will be washed out and dried before new liners are installed. The vendor will place the removed trash into the dumpster/container located outside the building. No trash will be left on the ground around the dumpster/container.
13. Clean Windows, Window Sills and Venetian Blinds – Daily: The vendor will dust and spot clean all window frames below six (6) feet so that they are free of dust, dirt, grime, streaks, graffiti and other foreign substances. The vendor will also spot clean windows to remove all smudges, fingerprints, marks, streaks, graffiti or foreign substances discovered on interior windows. Annually, the vendor will thoroughly clean all interior and exterior windows, screens and Venetian blinds with a mild detergent so that they are free of dust, grime and other foreign substances.
14. Clean Kitchen and Dining Areas – Daily: The vendor will clean with an approved germicidal disinfectant all sinks, dispensers, cabinets, tables, chairs, countertops and the exterior surfaces of refrigerator(s). All marks, stains, graffiti, dirt, dust, food particles and other foreign substances will be removed. The vendor will fill all soap and paper dispensers to proper fill levels.
15. Clean Entrance Glass – Bi-Weekly: The vendor will clean the interior and exterior sides of the entrance glass, entrance doors and adjacent windows. The surfaces will be completely cleaned, dried and will present a uniform appearance free of all dirt, grime, smudges, stains, streaks and foreign substances.
16. Clean Drinking Fountains – Daily: The vendor will use an approved germicidal disinfectant, applied from a spray bottle, a clean sponge, small brush or mildly abrasive pad to remove all hard water deposits, obvious soil, streaks, smudges and foreign substances from the drinking fountain and cabinet.
17. Clean Restrooms – The following tasks will be completed daily:
 - a. Clean and Disinfect Sinks, Toilets, Urinals, Exposed Plumbing – The vendor will use a germicidal detergent, a clean sponge, abrasive pad, toilet bowl mop, clean cloth and cleanser to completely clean and disinfect all exposed surfaces of sinks, toilets and urinals. The cleaning will include the drying and polishing of all exposed hardware. The interior of toilets, toilet seats, and urinals will be scoured using a bowl mop. After the interior has been scoured, the fixture will be flushed to remove stains and chemical rings. After cleaning, the fixtures will present a clean, bright, shiny appearance. Fixtures will be free of all visible soil, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits and other foreign substances. All metal hardware, such as flush valves, faucet valves and faucets, will

- be wiped dry and be free of streaks, spots, stains, etc. Inoperable or broken fixtures will be immediately reported to the member's representative(s).
- b. Clear Sink, Urinal and Toilet Stoppages – The vendor will attempt to clear all toilet and sink stoppages by use of a plunger or other device. If the attempt to clear the stoppage(s) fails, the vendor will post an “out of order” sign on the sink, urinal or toilet stall door and immediately report the stoppage(s) to the member's representative(s). Where main sewer stoppages occur, the vendor will lock the restroom, post an “out of order” sign on the restroom door and immediately report the stoppage to the member's representative(s).
 - c. Clean Walls, Partitions, Door Frames and Door Handles – The vendor will spot clean walls, partitions (including the interiors of toilet stalls and doors), door frames and door handles to remove all dirt, cobwebs, graffiti, grease, marks, blood, feces, stains, smears, mold and other foreign substances. The vendor will ensure that water/ cleaning fluids are not spilled onto floors or adjacent areas.
 - d. Clean and Disinfect Restroom Floors – The vendor will begin cleaning/disinfecting operation by sweeping floor with a dust mop or broom to remove all dirt, dust, trash, particles and other debris. The vendor will also remove all feces, blood and vomit by flushing it down the floor drain, by use of water blaster, if necessary. The vendor will then thoroughly wet the entire floor using a wet mop, mop bucket and wringer and a germicidal disinfectant solution. The solution must be allowed to remain on the floor for three to four minutes, and will then be agitated using a scrub brush or an abrasive pad. The cleaning solution will be removed using a well-wrung mop, or it may be squeegeed to the floor drain. After being mopped, the floor will have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings and grout should be free of mold or other evidence of soil. The vendor will ensure that there are no splash marks or mop streaks left on fixtures, walls, baseboards, trash receptacles, etc.
 - e. Empty and Clean Trash Receptacles – The vendor will empty all trash receptacles. Liners will be replaced daily. The interiors and exteriors of trash receptacles will be free of trash, liquids, gum, grease and other foreign substances. Those trash receptacles containing liquids or other substances which could be the cause of odors will be washed out and dried before new liners are installed. The vendor will place the removed trash into the dumpster/container. No trash will be left on the ground around the dumpster/container.
 - f. Clean Mirrors – The vendor will remove all soil, streaks, smudges, film and foreign substances from the mirror surface and frame using glass cleaning solution (in a spray bottle) and a cloth. Mirror surface will be polished with a clean, dry cloth so that it presents a uniform, clean appearance. Adjacent shelves will be cleaned in the same manner.
 - g. Fill and Clean Paper Dispensers – The vendor will fill all paper towel, toilet tissue, sanitary napkin and other paper dispensers to the proper fill level. The vendor will also wipe clean the dispensers and adjacent surfaces with a germicidal detergent to remove hand prints and smudges.
 - h. Fill and Clean Soap Dispensers –The vendor will fill all soap dispensers to their proper fill level, in accordance with manufacturer's instructions. The vendor will also wipe clean the dispensers and adjacent surfaces, removing any spills created during the refilling process. The vendor will check all dispensers for proper operation and will report inoperative devices to the member's representative(s).
18. Restroom Floors – The following tasks will be completed three (3) times a year:
- a. Strip and Seal Floors – The vendor will strip and seal floors, with an approved sealer. No wax will be applied. The floor will be free of dirt, dust, mold, streaks, marks, stains, cleaning application residue, watermarks, cleaning equipment marks, splashing, dissolved and finished particles and other foreign substances. Walls, baseboards and other surfaces will be

- clean and free of watermarks, cleaning equipment marks and splashing. The vendor will ensure that baseboards, tile, fixtures and other equipment is not damaged, disfigured or impaired. The vendor will take the necessary precautions, including the display of “wet floor” signs, to ensure that facility users are advised of wet/slippery floors.
- b. Clean Ceiling Vents, and Light Fixtures – The vendor will thoroughly clean, using a germicidal disinfectant and sponge or clean cloth, the ceiling vent and light fixtures to remove all dirt, grease, particles, cobwebs and other foreign substances. The vendor will not use a hose or other means for this operation.
19. Clean Building Exterior Areas – The following tasks will be completed daily:
- a. Remove Litter – The vendor will collect and remove all litter and debris from the parking lots, driveways, shrub beds, entrances, stairways and patios. Litter and debris will be placed in a dumpster/container.
 - b. Sweep Entryways, Walkways and Stairs – The vendor will sweep the entryways, walkways (sidewalks) and stairs to remove all dirt, debris and litter. The vendor will ensure that sweeping operations do not pose a hazard to people using the facility.
 - c. Clean Handrails – The vendor will spot clean handrails, using a clean cloth and/or a sponge and cleaning solution, to remove all dust, dirt, cobwebs, grease, oily film, fingerprints, stains, soils and other foreign substances.
 - d. Empty and Clean Exterior Trash Receptacles – The vendor will empty all exterior trash receptacles and replace plastic liners daily. The interiors and exteriors of trash receptacles will be free of trash, liquids, gum, grease and other foreign substances. Those trash receptacles containing liquids or other substances which could be the cause of odors will be washed and dried before new liners are installed. The trash will be placed in a dumpster/container.
 - e. Wash Entryways – Monthly: The vendor will hose down and scrub, with a stiff broom or brush, all entryways and the adjacent walkways within 25 feet of the building. Entryways and adjacent walkways will be free of dirt, stains, litter, debris, bird droppings and other foreign substances. Work will be completed in one operation and yellow caution signs will be placed at a suitable perimeter around the work site. “Wet floor” or caution signs will be strategically placed.
20. Emergency Custodial Services – Emergency services may include, but are not limited to, cleaning up spills, leaks, floods, sickness, animal wastes, breakage, clearing sidewalks for snow and ice, etc. In the event an emergency situation is of such magnitude the regularly scheduled tasks cannot be accomplished, the vendor’s representative and the member’s representative(s) will be so informed. Emergency services will be judged according to the nature of the procedure (that is, separate standards apply to each function) and on the responsiveness to the situation.
21. Safety
- a. All vendors and subcontractors performing services under this solicitation will comply with all OSHA, EPA, ADA and any other applicable federal, state or local rules and regulations governing worker and workplace safety. Also, the vendor and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this solicitation.
 - b. Notice of Required Disability Legislation Compliance – CES and its members are required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and all local policies adopted by the local member’s governing board. The vendor will be held responsible for obtaining and complying with local policies.

- c. Specifically, members may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act.

Required Categorical Responses

The following numbered items describe the special specifications for this category. Offerors must respond by providing a short statement that is related to each numbered item and place the responses after Tab 5. **Failure to respond to this section will render your proposal non-responsive.**

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

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

Categorical Price and Cost Submittal

1. The offeror must provide a complete listing of all products and services that it proposes to offer under this solicitation. All prices submitted must be categorized by supplies, materials, reimbursables and labor as separate line items, unless the item/service being priced is a per unit cost which includes labor, equipment and materials.
2. Offeror must base material and equipment prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, one of the established methods described herein for pricing such items must be used, that is, custom items or sole source.
3. For labor costs, not covered by other methods, offeror must provide hourly rates.
4. Price sheets, catalogs and other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
5. When providing equipment costs, indicate an hourly, daily and weekly rate.
6. All pricing information must be placed behind Tab 6 of the offeror's response.

Cost Evaluation Information

The following factors will be used to evaluate and award the category of the RFP. Please note that these are only a few items selected to do the evaluation.

1. General Cost Items
 - a. Travel Time – This represents any cost associated with employees and/or subcontractors traveling to and from the project site from their home location. Offeror is to indicate the percent of the individual's regular hourly rate that is to be charged for travel time. Example: If an individual is paid One Hundred Dollars (\$100) per hour and you charge the customer Fifty Dollars (\$50) an hour, the percent of regular time would be fifty percent (50%).
 - b. Per Diem – This represents the costs associated with housing and meals for individuals who have to stay overnight while working on a project. Offeror is to indicate the daily rate to be charged per person. Note: This does not cover transportation costs.

- c. Vehicle/Equipment Rental – This represents the cost for obtaining and providing short term rental due to equipment or vehicle maintenance, repair, or other unforeseen demand or failures. The offeror is to indicate the percentage of mark-up/overhead/processing cost to be added to the actual expense incurred by the offeror to provide these items. Example: Rental was Two Hundred Dollars (\$200) and the offeror bills the customer Two Hundred and Twenty Dollars (\$220). The percentage of mark-up/overhead/processing cost would be ten percent (10%).
 - d. Mileage Rate – This represents the per mile cost to the customer when a company-owned vehicle is used for transportation. Offeror is to indicate per mile charge in the format as Forty-Five Cents (\$.45) per mile.
 - e. When providing equipment costs, indicate an hourly, daily and weekly rate.
 - f. If rental or leasing of equipment is required, provide an hourly, daily, monthly or weekly applicable pricing.
 - g. Discounts Provided on Normal and Customary Stated Prices – This represents the average discount provided by the offeror on stated prices.
 - h. Prices submitted must be broken out into supplies, materials, reimbursables and labor as separate line items. Prices must be provided for all materials, supplies and labor needed to do the inspections and prepare a complete and detailed report.
 - i. Offerors may base material, supplies and labor prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, an established method for setting a list price must be submitted so that the CES discount can be applied.
 - j. Price sheet – Catalogs and other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
 - k. Performance and Payment Bond Costs – This represents the cost the contractor incurs to provide a performance and payment bond to the member for an individual project when it is required. The offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate, that is, two percent (2%).
 - l. Bonding Capacity – This represents the offeror’s maximum level of bonds that it can obtain at any one time. Offeror is to indicate its bonding capacity and provide documentation from a surety company to substantiate the amount.
 - m. Offeror’s Support for CES Pricing – This is the percent of difference between what the offeror’s price to CES and the price that the offeror would offer the same products directly to any public educational institution in New Mexico. The offeror’s CES price is \$100, the offeror’s direct price to CES members is \$103. The difference is 3% percent.
2. Labor Rates
- a. Hourly rates for individual(s) who perform services on an as-needed basis. Rates provided must be loaded (includes benefits, payroll taxes, overhead and profit).
 - b. Regular rates for janitorial services (hourly and per square foot rates).
 - i. Administrative Offices
 - ii. Classrooms
 - iii. Vocational Labs
 - iv. Food Service/lunch room setup, tear down and cleaning
 - v. Locker Rooms
 - vi. Athletic Facilities
 - vii. Restrooms

Category 5 Hand, Electrical, Pneumatic Tools and Equipment, Accessories and Repair Parts

Categorical Scope of Work

CES is seeking a source for major brand name automotive, general maintenance, industrial arts/shop tools and equipment. Most CES members maintain a fleet of vehicles, buildings, facilities and grounds. The type of work can range from basic repairs and tune-ups of small passenger cars to large trucks, tractors and school buses to repairing water leaks, bad electrical plugs, to minor construction and facility maintenance. This category includes, but is not limited to, mechanic, small hand, garden, woodworking, welding, power such as drills, saws, air wrenches, welders, jacks, testing meters, etc. During the last 12 months, CES has purchased approximately a quarter million dollars in hand and power tools for its' members. Provide in writing responses to the following items:

Categorical Definitions

- ANSI** – American National Standards Institute
- EPA** – Environmental Protection Agency
- MSRP** – Manufacturers Suggested Retail Price
- OSHA** – Occupational Safety and Health Administration
- UL** – Underwriters Laboratories

Categorical Terms and Conditions

The following terms, conditions and offeror qualifications are in addition to the applicable standard terms, conditions and offeror qualifications listed in this RFP. Please review each as listed below and if you agree, sign the second signature place on the Acceptance of Terms and Conditions form. Put the signed form and a copy of the Categorical Specific Terms and Conditions after Tab 5.

1. The offeror must be able to provide high quality hand and power tools from national manufacturers that are:
 - a. Designed for commercial and/or industrial use.
 - b. New and the most current production models.
 - c. Maintenance, spare and replacement parts are available.
2. All products, equipment, merchandise and miscellaneous materials offered under this proposal must comply with applicable requirements and standards of the Occupational Safety and Health Administration (OSHA), American National Standards Institute (ANSI), Environmental Protection Agency (EPA), Underwriters Laboratories (UL) and other applicable industry standards.
3. The offeror will warrantee all hand and power tools furnished, whether furnished by itself or its' suppliers, and will comply with all of the terms, conditions and specifications stated herein. All equipment offered will be equal to or better than what is described in this proposal. All equipment will fit and sufficiently perform the purpose for which they are intended and be of good material, design and workmanship and free from defects.

4. The following nationally recognized brands are a general listing of the quality and grade of hand tools and equipment product lines being requested: NAPA, G.E., Rockwell, Sharpe, Black and Decker, American Tools, Peterson Tools, Master Tools, Craftsman Tools, Milwaukee, DeWalt, Klein, Eklind, Stanley, Miller Falls, Lufkin, Klein, Starrett, Vise Grip, Ridgid, Lincoln Electric, etc.
5. If any proprietary, trade, brand or manufacturers' name or part number is used in describing the requested equipment, it will be understood to indicate the minimum standard of composition and quality desired, and will not be construed to exclude equipment that is equal to or exceeds the capability and quality of the named equipment. If the offeror is proposing an alternate based on equivalent equipment, give the manufacturer's name, model and number for the equipment. Include any literature or other explanation of the equipment's quality or performance.
6. The offeror must be able to demonstrate that it has the knowledge and experience to provide a complete product line of hand and power tools, along with their accessories and replacement parts.
7. The offeror must be able to provide a warranty of at least 120 days or the manufacturer's warranty, whichever is better.
8. CES is seeking an offeror to provide hand, pneumatic and power tool/equipment, accessories and repair part at prices submitted on a fixed discount off an MSRP or published list price.
9. For labor costs, not covered by other methods, offeror must provide hourly rates. and power tools/equipment in one or more of the areas listed below.
 - a. General purpose hand tools – may include, but is not limited to, all kinds and sizes of wrenches and wrench sets; driver sockets and ratchets; screwdrivers; pliers; hammers; nut drivers; files and rasps; clamps and vises; taps and dies; measuring tools; punches, chisels and pry bars; snips and bolt cutters; knives; driver bits, drill bits; etc.
 - b. Mechanics tools/equipment – specialty wrenches, drivers, sockets, ratchets; complete tool sets; automotive test equipment; jacks, lifts and stands; protective gear and devices; creepers and carts; measuring devices; storage and handling containers; part washers; pneumatic impact wrenches and ratchets, torque wrenches and multipliers; etc.
 - c. Carpentry hand tools, staplers and accessories; saws, clamps and vises; hammers; files, rasps and scrapers; levels; measuring devices; work benches and accessories; chisels; sawhorses; hand drills; augers and drills; tool aprons, pouches and accessories; safety and protective gear and equipment; brushes, electric and pneumatic nailer; etc.
 - d. Gardening hand tools – hoes, rakes, shovels, posthole diggers, trimmers, tap bars, brooms, augers, wheelbarrows, spreaders, sprayers, forks, replacement parts, etc.
 - e. Air, electric, cordless hand powered and pneumatic tools and accessories – staplers and nailers; screwdrivers and screwguns; hammers and tapers, circular and jig saws; saber saws; chain saws; rotary, mini tools; riveters and fasteners; drills; routers; sanders; buffers and polishers; grinders; cutting tools; wet-dry shop vacuums; sprayers; trimmers and edgers; hand mowers; blowers; combination tools; etc.
 - f. Bench or freestanding hydraulic, power and pneumatic tools – miter; band and table saws; joiners; planers; routers; drill presses; sanders; lathes, tube benders, metal shears; break press; etc.
 - g. Metal working hand and powered tools – sheet metal cutters, benders/folders spot welders and accessories; welding and cutting torches and accessories; arc, mig, tig welders; plasma cutter; welding blankets, helmets, faceplates, goggles, hose; soldering kits; pipe cutters, saws and benders; lathes; hydraulic presses and accessories; etc.
 - h. Cement, masonry and brick laying tools – gas and electric mixers; trowels and floats; edgers and groovers; chisels; compactors; brick tongue; brick, concrete and tile saws; concrete and masonry cutting wheel, saw blades and drill bits; etc.

- i. Work benches, storage chests and cabinets – clamping tables; workshop organizers; tool bins, record archive, parts, cylinder-tank storage chest, cabinets and accessories; portable, modular and ergonomic workbenches, components and accessories, workbench tops and workstands, etc.
 - j. Test equipment and tools – continuity testers, analog and digital multimeters, ohms, high voltage, and power meters; test clips and probes; optical fiber identifiers and fault locators, optical power meters; etc.
 - k. Telecommunication tools – crimping, wire and cable sheath stripper & cutter; lineman's B side cut, long nose, long nose D and G, diagonal cutter and connector-crimping with side cutters pliers; jeweler type screwdrivers, inspection mirrors, probe prick, wire and lamp extractor, fiber optics strippers, cutters, splicer and replacements parts; etc.
 - l. Material Handling equipment and tools – dollies, pallet jacks, hand carts, utility cart, drum dollies and carts and accessories; pneumatic, hydraulic, electric, & manual lifts and accessories; turntables and accessories; slings, tie downs, ropes, & chains; air, electric, lever and manual hoists; electric winches; repair and replacement parts, gravity and powered belt conveyors, gates, H-stands, tripod stands, rollers, replacement belts and replacements parts; portable ramps; etc.
 - m. Ladders, Platforms and Scaffolding – step, extension, platform, multipurpose, rolling, fixed ladders and accessories; work platforms, scaffolding and accessories; stepstools, stair units, dock ladders, personal lifts and accessories; etc.
 - n. Packaging and shipping equipment, tools and supplies – steel and plastic strapping tools and dispensers, steel and plastic strapping, seals, buckles and cutters, replacements parts; tape machines, tape and replacements parts; bench, floor, portable scales and replacement parts; supplies to include, but are not limited to, films, mailing tubes, bags, and shipping cartons and envelopes; etc.
 - o. Racks and Shelving – wire, standalone, boltless, antimicrobial, heavy duty commercial shelving and accessories; data/communication relay racks, server racks, computer LAN stations and accessories; heavy duty bulk storages racks and accessories; bin boxes and dividers; etc.
 - p. Casters and Wheels – plate, specialty, furniture, stem casters and accessories; pneumatic wheels and tires; caster wheels; etc.
 - q. Air Compressors and Accessories - reciprocating, rotary, single stage, two stage, electric or gas, portable or freestanding; accessories, regulators, moisture filters, lubricators, air pressure gauges, air hose, couplers, air chucks, barb fittings, hose repair splice, hose reels, air compressor motors, mufflers; etc.
 - r. Safety Equipment – eye, face, head and hearing protection; gloves, shoes, respirators and masks, protective clothing, fall protections; etc.
10. Online Web-Based Catalog
- a. Offerors shall maintain a broad-based line of at least 100,000 line items in available inventory in at least the majority of the commodity categories listed above.
 - b. Offerors shall have an electronic on-line catalog that can be customized for CES members:
 - i. To include CES price or CES discount,
 - ii. Track quotes by CES member,
 - iii. Convert quote to order,
 - iv. Track shipments,
 - v. Track purchases by member
 - vi. To have the option for CES members to search and print MSDS
 - c. Orders shall be:
 - i. Delivered within five (5) business days after receipt of order,

- ii. 90% plus fill rate on order,
- iii. No over shipments unless approved in advance by CES,
- iv. CES member reserves the right to cancel any order that cannot be shipped within the time period and to secure product elsewhere.
- d. Price changes if required, will be allowed only if:
 - i. Manufacturer's published price catalog is superseded, or revised,
 - ii. Changed after the contract award,
 - iii. The vendor may pass on the applicable price increase or decrease to CES, provided written notice has been submitted along with the identified price list(s) and price catalog(s) to CES for review and written approval, prior to implementation of the price changes.
- e. Material Safety Data Sheet: for all items sold.
 - i. Provided an OSHA Form 20 Material Safety Data Sheet or a suitable equivalent and be available to download.
 - ii. Provided for each individual item when purchase is made.
- f. CES will require a single contact person for problem solving. The bidder agrees to assign a senior-level employee (one authorized to make decisions) to this contract. This employee will have a complete copy and must have working knowledge of the contract.
- g. Offeror must maintain a toll-free technical support line open from 8:00 a.m. to 5:00 p.m., Mountain Standard Time, Monday through Friday. A 24-hour toll-free order fax line and/or web-based solution is required.
- h. Errors:
 - i. If Offeror makes an error in pricing (typographical or photographic error, for example), CES members reserve the right to return the product.
 - ii. The Offeror agrees to pay for cost of any returned product due to a pricing error.
- i. A percentage off your standard catalog pricing is preferred. Multiple percentage discount structure is also acceptable. Please specify where and when different percentage discounts apply, that is, volume discounts.

Categorical Specifications

There are no specific specifications for this category.

Required Categorical Response

The following numbered items describe the special specifications for this category. Offerors must respond by providing a short statement that is related to each numbered item and place the responses after Tab 5. Failure to respond to this section will render your proposal non-responsive.

1. To better understand the offeror, CES is requesting that it provide a written narrative and/or other documentation with responses to the following questions.
 - a. In your response, you have indicated the regions of the State of New Mexico that you desire to provide your product line of hand and power tools. What do you feel are your firm's characteristics, attributes and capacities that makes your firm the best choice for CES to provide its members hand and power tools?
 - b. If awarded a contract under this solicitation, what type of methods and/or promotional items does your firm intend to use to communicate product lines of hand and power tools you have

- to offer? What method do you intend to use to market those items, that is, sales representatives, telemarketing, catalog(s), price list(s), fliers, website, etc.?
- c. CES members will need to obtain both warranty repair services and replacement parts. How does your firm intend to handle these requests and what is the procedure that the CES member will use? Other related questions that need to be addressed are:
 - 1) All warranty communications and work done through the manufacturer or distributor?
 - 2) Items sent to the offeror and the offeror gets it repaired or replaced and returns it to the member?
 - 3) Are there authorized repair/service centers located in New Mexico? Where are they?
 - 4) Are there repair/replacement parts available if the member wants to make the repairs? Where are the parts distribution centers located?
 - 5) Are all these services available through you?
 2. Describe how your sales staff will use a contract between CES and your company to better serve their members. Some offerors request to use local sales representatives, dealers and retail stores to represent them in a particular territory. CES has learned that these methods of marketing and providing products have been very successful with other CES vendors. If you have such marketing vehicles available, describe in detail how your firm intends to administer a contract if awarded one.
 3. The offeror must, through written documentation, clearly identify the type, kind and level of hand, pneumatic and power tools/equipment it proposes to provide CES members under this category. Please include the following:
 - a. The manufacturer(s)'s name.
 - b. The products offered from each manufacturer, including model number.
 - c. Services offered and provided by each manufacturer.
 - d. The products and services to be provided by subcontractors/suppliers.
 4. Provide a narrative of your firm's policies, procedures and strategies to ensure quality control, response to concerns before, during and after the project. Indicate what follow-up, review and oversight process your management team has in place to ensure member satisfaction.
 5. Provide a narrative on your firm's Online Web-Based Catalog (Item 10 of Categorical Terms and Conditions)

Categorical Price and Cost Submittal

The Offeror shall provide a complete and detailed price schedule with discounts. All price schedules shall follow the format, and provide the information listed below. Additional pricing and/or discounts may be included.

1. The offeror must provide a complete listing of all products and services that it is proposing to offer under this category. All prices submitted must be separate line items for supplies, materials, freight and labor, unless the item/service being priced is a per unit cost, which includes labor, equipment and materials.
2. Offeror must base hand, pneumatic and power tool/equipment, accessories and repair part prices submitted on a fixed discount off an MSRP or published list price.
3. For labor costs, not covered by other methods, offeror must provide hourly rates.
4. Price sheets, catalogs and other pricing forms must clearly identify and describe the tools, supplies or accessories, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.

5. Electronic price lists (3.5" disks, zip disks or CD's) must be clearly identified/labeled by including the vendor name, name of the bid and date. All prices submitted must be separate line items for supplies, materials, freight and labor, unless the item/service being priced is at a per unit cost, which includes labor, equipment and materials. These must be placed in a protective pouch. Electronic price lists shall be in Microsoft Excel 2003 or less and shall allow for sorting on any of the fields listed below. Price data must be dated for audit purposes.
 - a. Manufacturer
 - b. Manufacturer part number
 - c. Vendor part number (if different from manufacturer part number)
 - d. Product description
 - e. Dated list price
 - f. Percentage discount from list price
 - g. Final CES price (excluding freight)
 - h. Labor, if applicable
6. The Offeror shall provide copies of any extended warranty plans available, and provide terms, conditions and prices for any plans offered.
7. Any/all shipping and handling charges must be clearly identified in the response behind Tab 6.

Cost Evaluation Information

The following factors will be used to evaluate and award this category of the RFP. Please note that these are only a few items selected to do the evaluation.

1. General Cost Items
 - a. Travel Time – This represents any cost associated with employees and/or subcontractors traveling to and from the project site from their home location. Offeror is to indicate the percent of the individual's regular hourly rate that is to be charged for travel time. Example: If an individual is paid One Hundred Dollars (\$100) per hour and you charge the customer Fifty Dollars (\$50) an hour, the percent of regular time would fifty percent (50%).
 - b. Per Diem – This represents the costs associated with housing and meals for individuals who have to stay overnight while working on a project. Offeror is to indicate the daily rate to be charged per person. Note: This does not cover transportation costs.
 - c. Vehicle/Equipment Rental – **This represents the cost for obtaining and providing short term rental due to equipment or vehicle maintenance, repair, or other unforeseen demand or failures. The offeror is to indicate the percentage of mark-up/overhead/processing cost to be added to the actual expense incurred by the offeror to provide these items.** Example: Rental was Two Hundred Dollars (\$200) and the offeror bills the customer Two Hundred and Twenty Dollars (\$220). The percentage of mark-up/overhead/processing cost would be ten percent (10%).
 - d. Mileage Rate – This represents the per mile cost to the customer when a company-owned vehicle is used for transportation. Offeror is to indicate per mile charge in the format as Forty-Five Cents (\$.45) per mile.
 - e. If rental or leasing of equipment is required, provide an hourly, daily, weekly and/or monthly rate, if applicable.
 - f. Discounts Provided on Normal and Customary Stated Prices – This represents the average discount provided by the offeror on stated prices.

- g. Prices submitted must be broken out into supplies, materials, reimbursables and labor as separate line items. Prices must be provided for all materials, supplies and labor needed to do the inspections and prepare a complete and detailed report.
 - h. Offerors may base material, supplies and labor prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, an established method for setting a list price must be submitted so that the CES discount can be applied.
 - i. Price sheets – Catalogs and other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
 - j. Alternative Method of Costing – percentage of overhead and profit. This method includes custom manufactured items, items not covered by other price sheets or sole source items. Offeror is to indicate the percent of overhead and/or markup to be applied to these costs to obtain the retail cost. Note that this percentage has no relationship to the other costing method indicated above.
 - k. Alternative Method of Costing - Percentage of CES discount to obtain CES Price. (Item retail price multiplied by percent of CES discount equals amount of discount to be subtracted from retail price to obtain CES price). Example: Item retail cost \$1,200 multiplied by percent of 10% CES discount equal discount of \$120. Retail cost \$1,200 less the CES discount \$120 equal the CES price of \$1,080. Note this percentage has not relationship to the percentage of discount of manufacturer's/suppliers price sheets or catalogs indicated below.
 - l. Offeror's Support for CES Pricing – This is the percent of difference between what the offeror's price to CES and the price that the offeror would offer the same products directly to any public educational institution in New Mexico. The offeror's CES price is \$100, the offeror's direct price to CES members is \$103. The difference is 3% percent.
2. Labor Rates
- a. Labor Rates – Hourly rates for individual(s) who perform services on an as-needed basis. Rates provided must be loaded (includes benefits, payroll taxes, overhead and profit).
3. Item Cost
- a. Discount of manufactures price sheet by category
 - b. Others

Category 6

Hardware, Electrical and Building Supplies and Materials

Categorical Scope of Work

CES is seeking a vendor to provide CES members throughout the state of New Mexico with multiple product lines of electrical, hardware and building supplies, materials and associated equipment. The products requested under this category will be used for: (1) regular maintenance repair jobs; (2) minor and major facility improvement projects; (3) new construction and building projects; (4) electrical, communications and technology networking projects; and (5) other related projects. Products may be purchased in small or large quantities and at various times throughout the contract period. When products that require special licensing are offered, they will be utilized and installed by the appropriate licensed tradesman. Vendors may offer products in one, more than one or all types of products. Those submitting a proposal must be able to meet or exceed the following criteria.

Categorical Definitions

ANSI – American National Standards Institute

EPA – Environmental Protection Agency

MSRP – Manufacturers Suggested Retail Price

OSHA – Occupational Safety and Health Administration

UL – Underwriters Laboratories

Categorical Terms and Conditions

The following terms, conditions and offer qualifications are in addition to the applicable standard terms, conditions and offeror qualifications listed in this RFP. Please review each as listed below and, if you agree, sign the second signature place on the Acceptance of Terms and Conditions form. Put the signed form and a copy of the Categorical Specific Terms and Conditions after Tab 5.

1. Offerors must have a retail outlet that has an inventory sufficient enough to meet the demand of CES members' needs in their area of New Mexico.
2. Provide a design center for assistance in interior design, EPA green light program surveyor service for lighting upgrades, energy specialist and commercial lighting design specialist on staff to provide assistance in all aspects of design, construction and remodeling.
3. Offerors must be able to sell and make deliveries of certain size orders to CES members within a specified distance from their location.
4. Offerors must be able and willing to establish an ordering authorization system which will allow for individual billing by CES members. Offerors must be able to track and supply detail information about what was ordered and by whom.
5. Offerors must have a return policy in place to deal with the return of damaged items or items ordered in error. The policy must address restocking fees and shipping charges.
6. Offerors must be able and willing to work with general contractors secured by CES members to perform various types of construction and other maintenance work.

7. The vendor will warrantee all parts and materials for at least 90 days from date of purchase or manufactures warranty, whichever is longer.
8. Offeror must have available a variety of free training and consulting services offered through their retail store. For example:
 - a. General assistance in all aspects of ordering and utilizing general construction products offered.
 - b. Assisting in the evaluation and selection of the appropriate product for their particular job.
 - c. The proper application, installation and utilization of products offered.
 - d. The storage and handling of products offered.
 - e. Safety.
9. Supplies, materials and products to be included within this category are briefly described below with a few examples. All product lines must meet or exceed all standards set by the National Consumer Protection Agency, Underwriters Laboratories, NM Construction Industries, EPA and the National Association for Hardware Retailers.
 - a. Plumbing and related supplies, materials and products.
 - i. Plumbing supplies, pipe, fittings and fixtures, for example: soil/water/gas pipe and fittings, sewer pipe and fittings, residential and commercial drains; brass fittings and fixtures; couplings of all kinds and sizes; plumbing primers, caulking and sealants.
 - ii. Lead goods and solder, for example: lead solder, caulking lead, ingot lead, flashings, oakum.
 - iii. Steel pipe and nipples, malleable fittings, cast iron fittings, welding fittings; expansion joints, flex connectors, flex bolt kits; black galvanized, 300-lb. fittings – 90's, tee's, plug, bushings, couplings, reducers, caps, flanges, nipples.
 - iv. Hangers and anchors, for example: thread rod; channel unistrut clamps; hangers clevis/rings/riser/beam/FHA/2-hole.
 - v. Nuts and washers.
 - vi. PVC DWV pipe and fittings, PVC pressure pipe and fittings.
 - vii. Orion polypropylene pipe and fittings (mechanical joint), for example: plastic ABS, PVC drains; PVC compression couplings.
 - viii. Copper tubing and fittings, brass fittings.
 - ix. Compression fittings.
 - x. Valves, for example: air cocks; arrowhead frost-proof wall faucets; gas cocks – 2-lb., 25-lb., 100-lb. (steam cocks); nibco valves gate/butterfly/check/boiler/drains/sillcocks/hose bibs.
 - xi. Kitchen, bath and shower supplies and fixtures, for example: bath and shower finished brass, lavatories, lavatory finished brass, closet combinations, urinals, closet trim, flush valves, closet seats, bath accessories, kitchen sinks, kitchen sink trim, disposers, service and laundry sinks, service and laundry faucets, water fountains and coolers.
 - xii. Water heaters, relief valves, flexible connectors – gas, electric, commercial, residential; water heater pans; backflow preventers, regulators, pressure reducing valves, relief valves, ball, check, wye strainers.
 - xiii. Water filters and conditioners.
 - xiv. Water system supplies and accessories, for example: sprinkler products; pressure gauges.
 - xv. Chemicals and rubber goods, for example: chemicals, blue, primers, fluxes, cutting oil, putty, pipe dope, etc.
 - xvi. Vent pipe and fittings double and single wall; dryer vents.
 - b. Lumber and related supplies, materials and products.

- i. Various grades, kinds, thickness/width/length of native/natural wood, for example: maple, pine, walnut, cherry, oak, fir, birch; ½"x4"x10', ¾"x6"x12', 1"x6"x16', 1"x10"x16', 1"x12"x16', 2"x4"x12', 2"x6"x12', 4"x4"x12', 4"x6"x10'.
 - ii. Various grades, kinds and finishes: CDX, AC.
 - iii. Various kinds and thickness of compressed board; particle, wafer; ¼", ½", ¾", 1", 1 ¼", 1 ½" interior/exterior, construction/finish.
 - iv. Various kinds of sheet rock and plaster/concrete board.
 - v. Various kinds and types of counter top materials and supplies.
 - vi. Various grades, kinds, types of wood molding.
 - vii. Various types of plastic and metal molding and fasteners.
 - viii. Various types of wood glues, caulking, sealants, stains, varnishes.
 - ix. Various kinds and types of nails, staples, fasteners, rivets.
 - c. Steel, sheet metal, rebar, flashing and bar stock.
 - d. Floor coverings, materials and supplies.
 - e. Hardware and miscellaneous appliances, materials, maintenance and repair items for the following: roofs, flooring, interior and exterior walls, heating and cooling systems, commercial and household appliances, furniture and fixtures, shelving and storage cabinets, doors and windows.
 - f. Safety and personal protection equipment, supplies and materials that is, safety glasses, gloves, fire extinguishers, signs, smoke detectors, welding supplies, safety masks and shields.
 - g. Lawn and garden products, supplies and materials, for example: rakes, spades, shovels, sprayers, hoses, hoes, sprinklers, seeds, plants, fertilizers, insecticides and other pest control products, mowers, trimmers, edgers, etc.
 - h. Electrical products, supplies and materials, for example: motor controls and switches, wire, connectors, plugs/outlets/switches, breakers, fuses and fuse blocks, junction receptacle boxes, conduit/fittings/hangers, wiring accessories and fasteners, lighting fixtures, lamps/bulbs, ballasts, wire way and cable trays, programmable heating and cooling controls, etc.
 - i. Painting supplies, materials and products, for example: interior/exterior/enamel/water base paints; applicators, brushes, rollers, sprayers and other associated painting products and accessories.
10. Secure Online Web-Based Catalog Option
- a. Offerors shall maintain a broad-based line of at least 100,000 line items in available inventory in at least the majority of the commodity categories listed above.
 - b. Offerors shall have an electronic on-line catalog that can be customized for CES members:
 - i. To include CES price or CES discount,
 - ii. Track quotes by CES member,
 - iii. Convert quote to order,
 - iv. Track shipments,
 - v. Track purchases by member,
 - vi. Print MSDS.
 - c. Orders shall be:
 - i. Delivered within five (5) business days after receipt of order,
 - ii. 90% plus fill rate on order,
 - iii. No over shipments unless approved in advance by CES,
 - iv. CES member reserves the right to cancel any order that cannot be shipped within the time period and to secure product elsewhere.
 - d. Price changes if required, will be allowed only if:
 - i. Manufacturer's published price catalog is superseded, or revised,
 - ii. Changed after the contract award,

- iii. The vendor may pass on the applicable price increase or decrease to CES, provided written notice has been submitted along with the identified price list(s) and priced catalog(s) to CES for review and written approval, prior to implementation of the price changes.
- e. Material Safety Data Sheet: for all items sold.
 - i. Provided an OSHA Form 20 Material Safety Data Sheet or a suitable equivalent and be available to download.
 - ii. Provided for each individual item when purchase is made.
- f. CES will require a single contact person for problem solving. The bidder agrees to assign a senior-level employee (one authorized to make decisions) to this contract. This employee will have a complete copy and must have working knowledge of the contract.
- g. Offeror must maintain a toll-free technical support line open from 8:00 a.m. to 5:00 p.m., Mountain Standard Time, Monday through Friday. A 24-hour toll-free order fax line and/or web-based solution is required.
- h. Errors:
 - i. If Offeror makes an error in pricing (typographical or photographic error, for example), CES members reserve the right to return the product.
 - ii. The Offeror agrees to pay for cost of any returned product due to a pricing error.
- i. A percentage off your standard catalog pricing is preferred. Multiple percentage discount structure is also acceptable. Please specify where and when different percentage discounts apply, that is, volume discounts.

Required Categorical Responses

The following numbered items describe the special specifications for this category. Offerors must respond by providing a short statement that is related to each numbered item and place the responses after Tab 5. **Failure to respond to this section will render your proposal non-responsive.**

1. Because of the unique nature of this category, we want to know how you are going to implement the process for supplying your services and products. Provide written descriptions, documentation or other evidence of how, who and from where your company intends to meet the requirements of this RFP.
2. Provide sample procedures on how you would foresee a CES contract functioning with your company, that is, the ordering process, the tracking of purchases made by various CES members, the billing process and the resolution of billing and other related problems.
3. Provide a list of six (6) educational institutions that you are currently working with, the contact person and phone number.
4. Provide detailed description on how you can provide a Secure Online Web-Based Catalog Option.

Categorical Price and Cost Submittal

1. CES understands that prices in this area change on a daily basis and, therefore, a discount off current list or store/retail price is the best way to state a CES cost. If there is a need to stipulate a different discount percentage rate for various product lines, manufacturer, standard stock items or special order items, then clearly identify these rates within your cost submittal.

2. Clearly state all terms and conditions that may exist in dealing with the cost of sale or promotion items found in the retail outlet and advertisement.
3. State, if any, the cost for consulting, providing training or other services.
4. For labor costs, not covered by other methods, offeror must provide hourly rates.
5. Price sheets, catalogs and other pricing forms must clearly identify and describe the tools, supplies or accessories, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
6. Electronic price lists (3.5" disks, zip disks or CD's) must be clearly identified/labeled by including the vendor name, name of the bid and date. All prices submitted must be separate line items for supplies, materials, freight and labor, unless the item/service being priced is a per unit cost, which includes labor, equipment and materials. These must be placed in a protective pouch. Electronic price lists shall be in Microsoft Excel 2003 or less and shall allow for sorting on any of the fields listed below. Price data must be dated for audit purposes.
 - a. Manufacturer
 - b. Manufacturer part number
 - c. Vendor part number (if different from manufacturer part number)
 - d. Product description
 - e. Dated list price
 - f. Percentage discount from list price
 - g. Final CES price (excluding freight)
 - h. Labor, if applicable
7. Clearly state all terms, conditions, limitations and shipping and handling charges for goods purchased by CES members. Place information behind Tab 6.

Cost Evaluation Information

The following factors will be used to evaluate and award this category of the RFP. Please note that these are only a few items selected to do the evaluation.

1. General Cost Items
 - a. Travel Time – This represents any cost associated with employees and/or subcontractors traveling to and from the project site from their home location. Offeror is to indicate the percent of the individual's regular hourly rate that is to be charged for travel time. Example: If an individual is paid One Hundred Dollars (\$100) per hour and you charge the customer Fifty Dollars (\$50) an hour, the percent of regular time would fifty percent (50%).
 - b. Per Diem – This represents the costs associated with housing and meals for individuals who have to stay overnight while working on a project. Offeror is to indicate the daily rate to be charged per person. Note: This does not cover transportation costs.
 - c. Mileage Rate – This represents the per mile cost to the customer when a company-owned vehicle is used for transportation. Offeror is to indicate per mile charge in the format as Forty-Five Cents (\$.45) per mile.
 - d. Discounts Provided on Normal and Customary Stated Prices – This represents the average discount provided by the offeror on stated prices.
 - e. Prices submitted must be broken out into supplies, materials, reimbursables and labor as separate line items. Prices must be provided for all materials, supplies and labor needed to do the inspections and prepare a complete and detailed report.

- f. Offerors may base material, supplies and labor prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, an established method for setting a list price must be submitted so that the CES discount can be applied.
 - g. Price sheets: Catalogs and other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
 - h. Alternative Method of Costing – percentage of overhead and profit. This method includes custom manufactured items, items not covered by other price sheets or sole source items. Offeror is to indicate the percent of overhead and/or markup to be applied to these costs to obtain the retail cost. Note that this percentage has no relationship to the other costing method indicated above.
 - i. Alternative Method of Costing - Percentage of CES discount to obtain CES Price. (Item retail price multiplied by percent of CES discount equals amount of discount to be subtracted from retail price to obtain CES price). Example: Item retail cost \$1,200 multiplied by percent of 10% CES discount equal discount of \$120. Retail cost \$1,200 less the CES discount \$120 equal the CES price of \$1,080. Note this percentage has not relationship to the percentage of discount of manufacturer's/suppliers price sheets or catalogs indicated below.
 - j. Offeror's Support for CES Pricing – This is the percent of difference between what the offeror's price to CES and the price that the offeror would offer the same products directly to any public educational institution in New Mexico. The offeror's CES price is \$100, the offeror's direct price to CES members is \$103. The difference is 3% percent.
 - k. Discounts provided on respondent's normal and customary annual maintenance and service agreements, to include any/all labor, materials and travel - average discount offered.
- 2. Labor Rates
 - a. Labor Rates – Hourly rates for individual(s) who perform services on an as-needed basis. Rates provided must be loaded (includes benefits, payroll taxes, overhead and profit).
 - 3. Item Cost
 - a. Discount provided to CES by category
 - b. Others

Category 7: Electronic Online Industrial Supplies Catalog

CES members have a continuing need for a variety of industrial supply products and equipment on an ongoing basis within their different educational programs and maintenance departments. Because of this, members have requested that CES secure a source for these types of supplies and equipment.

Categorical Scope of Work

CES is seeking a vendor that shall have a secure electronic online catalog that can be customized for CES members that allow, at the choice of the CES members, the ability to remotely access the Proposer's computer system to electronically check stock, place and track quote and orders, look up and print MSDS, and to conduct business via e-mail or other electronic communication, fax, mail or telephone. A secure and easy-to-navigate electronic catalog, with superior online and telephone technical support, and order entry and customer service options. The contract is for the entire line of vendor's industrial supply catalog offering for the purpose of supplying items commonly used in the industrial arts and vocational education programs, maintenance, repair and operations of the facilities of New Mexico educational institutions. These items include, but are not limited to, the following categories: commercial and institutional electric lighting fixtures and replacements parts, electrical products, conduit, fixtures, fittings and wire; cleaning supplies and equipment; air filters, plumbing and gas products, fixtures, fittings, pipe, valves and supplies (black iron, plastic, cooper, steel and/or brass); HVAC products, fixtures, supplies and repair parts. The vendor must provide CES members with electronic catalogs and/or a web page that lists products and prices for quick ordering.

Categorical Definitions

ANSI – American National Standards Institute

EPA – Environmental Protection Agency

MSRP – Manufacturers Suggested Retail Price

OSHA – Occupational Safety and Health Administration

UL – Underwriters Laboratories

Categorical Terms and Conditions

The following terms, conditions and offer qualifications are in addition to the applicable standard terms, conditions and offeror qualifications listed in this RFP. Please review each as listed below and, if you agree, sign the second signature place on the Acceptance of Terms and Conditions form. Put the signed form and a copy of the Categorical Specific Terms and Conditions after Tab 5.

1. Offerors shall maintain a broad-based line of at least 100,000 line items in available inventory in at least the majority of the commodity categories listed above.
2. Offerors shall have an electronic online catalog that can be customized for CES members:
 - a. To include CES price or CES discount,
 - b. Track quotes by CES member,
 - c. Convert quote to order,
 - d. Track shipments,
 - e. Track purchases by member,

- f. To be able to search for and print MSDS.
3. It is not the intent of this contract to provide for all small purchases nor will this contract displace existing CES contracts.
4. Orders shall be:
 - a. Delivered within five (5) business days after receipt of order,
 - b. 90% plus fill rate on order
 - c. No over shipments unless approved in advance by CES,
 - d. CES member reserves the right to cancel any order that cannot be shipped within the time period and to secure product elsewhere.
5. Price changes, if required, will be allowed only if:
 - a. manufacturer's published price catalog is superseded, or revised,
 - b. changed after the contract award,
 - c. The vendor may pass on the applicable price increase or decrease to CES, provided written notice has been submitted along with the identified price list(s) and price catalog(s) to CES for review and written approval, prior to implementation of the price changes.
6. Material Safety Data Sheet for all items sold.
 - a. Provided an OSHA Form 20 Material Safety Data Sheet or a suitable equivalent and be available to download.
 - b. Provided for each individual item when purchase is made.
7. Only the newest versions of supplies and equipment will be bid. Older versions will be sold only if requested. Products that have a 30/60/90-day money back guarantee will be clearly identified in the catalog and at the website.
8. The Offeror agrees that full refund, credit or exchange will be granted to any defective-on-arrival (DOA) merchandise, if reported within 30 calendar days of receipt of the order. If orders are received when CES members are not in session (spring break, summer vacation, Christmas break), the vendor must be willing and able to extend the 30-day period for a reasonable period of time.
9. CES will require a single contact person for problem solving. The bidder agrees to assign a senior-level employee (one authorized to make decisions) to this contract. This employee will have a complete copy and must have working knowledge of the contract.
10. Any/all shipping and handling charges must be clearly identified in the response.
11. Offeror must maintain a toll-free technical support line open from 8:00 a.m. to 5:00 p.m., Mountain Standard Time, Monday through Friday. A 24-hour toll-free order fax line and/or web-based solution is required.
12. Errors:
 - a. If Offeror makes an error in pricing (typographical or photographic error, for example), CES members reserve the right to return the product.
 - b. The Offeror agrees to pay for the cost of any returned product due to a pricing error.
 - c. A percentage off your standard catalog pricing is preferred. Multiple percentage discount structure is also acceptable. Please specify where and when different percentage discounts apply, that is, volume discounts.

Required Categorical Response

The following numbered items describe the special specifications for this category. Offerors must respond by providing a short statement that is related to each numbered item and place the responses after tab 5. Failure to respond to this section will render your proposal non-responsive.

1. Describe your company's method and process for insuring the quality of the products, materials, tools and equipment offered. Any/all products offered should be equal to or better than those offered by Dewalt, Milwaukee, Stanley, Nicholson, GE, Leviton, Square D, Hubbell, Cooper, 3M, Wilton, Rubbermaid, Square D, Thomas & Betts, Master Lock and other nationally recognized manufacturers of similar products.
2. Describe your company's philosophy in regards to providing "OEM" replacement parts and maintaining an inventory sufficient to meet New Mexico educational institution's needs. Describe the type of technical assistance available in this area.
3. From your company's perspective, what are the short and long goals that your firm hopes to achieve if awarded a CES contract? What are the benefits to the CES members in utilizing a CES contract if awarded? What are your company's expectations?
4. Describe any programs that might be available through your company or its suppliers to assist CES members in becoming aware and knowledgeable of the various industrial products you offer in regards to proper utilization and safety guidelines.
5. Will your entire catalog(s) be offered on this contract? What are the options available to CES in establishing an electronic price look-up and ordering vehicle? Will every CES member receive a unique and individual user name and password? If so, how will they receive this information and what will be the marketing strategy? Describe how your sales staff will use a contract between CES and your company to better serve and benefit the educational institutions in New Mexico.
6. Some suppliers of the goods requested use local sales representatives, dealers and supply stores to represent them in a particular territory (which CES agrees is an excellent way to do business). Describe in detail how your company intends to administer this contract if awarded one.
7. Explain how you will provide secure access to CES and its members to place orders, view pricing, request order tracking information, etc. Also provide information on encryption standard used by your system. Provide the requirements for software, hardware, internet connection, etc., required to access your system. How will your system protect the information and identity of CES and its members?
8. What kind of access to your system will be provided to CES as the administering agency of this contract?
9. Provide a list of four (4) educational institutions that you are currently working with, the contact person and phone number.

Categorical Price and Cost Submittal

The Offeror shall provide a complete and detailed price schedule with discounts. All price schedules shall follow the format, and provide the information listed below. Additional pricing and/or discounts may be included.

1. Electronic price lists (3.5" disks, zip disks or CD's) must be clearly identified/labeled by including the vendor name, name of the bid and date. These must be placed in a protective

pouch. Electronic price lists shall be in Microsoft Excel 2003 or less and shall allow for sorting on any of the fields listed below. Price data must be dated for audit purposes.

- A. Manufacturer
 - B. Manufacturer part number
 - C. Vendor part number (if different from manufacturer part number)
 - D. Product description
 - E. Dated list price
 - F. Percentage discount from list price
 - G. Final CES price (excluding freight)
2. The Offeror shall provide copies of any extended warranty plans available, and provide terms, conditions and prices for any plans offered.
 3. Any/all shipping and handling charges must be clearly identified in the response behind Tab 6.

Cost Evaluation Information

The following factors will be used to evaluate and award this category of the RFP. Please note that these are only a few items selected to do the evaluation.

1. General Cost Items
 - a. Discounts Provided on Normal and Customary Stated Prices – This represents the average discount provided by the offeror on stated prices.
 - b. Prices submitted must be broken out into supplies, materials, reimbursables and labor as separate line items. Prices must be provided for all materials, supplies and labor needed to do the inspections and prepare a complete and detailed report.
 - c. Offeror's may base material, supplies and labor prices submitted on a fixed discount off an MSRP or published list price. If a list price or MSRP is not available, an established method for setting a list price must be submitted so that the CES discount can be applied.
 - d. Price sheets – Catalogs and other pricing forms must clearly identify and describe the supplies or material, its unit of measure offered and its stated price. Within the terms of this RFP, the response documents must indicate the CES discount off the price sheet, catalog, etc.
 - e. Offeror's Support for CES Pricing – This is the percent of difference between what the offeror's price to CES and the price that the offeror would offer the same products directly to any public educational institution in New Mexico. The offeror's CES price is \$100, the offeror's direct price to CES members is \$103. The difference is 3% percent.
2. Item Cost
 - a. Discount provided to CES by category
 - b. Customer webpage development and Design (if required)
 - c. Implementation
 - d. Onsite training
 - e. Training materials
 - f. Software license (if required)
 - g. Discounts provided on manufacturer's price sheets for Catalog items - average discount offered
 - h. Discounts provided on respondent's normal and customary annual maintenance and service agreements, to include any/all labor, materials and travel - average discount offered
 - i. Any extra discount for placing orders electronically
 - j. Other

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, December 7, 2007, either hand delivered to the agency office, 4216 Balloon Park Road NE, or mailed; documentation will be included and submitted in a binder unless the Colorado option is accepted and then one (1) additional original proposal must be included for each state selected.

C. PROPOSAL REVIEW

Commencing on Monday, December 11, 2007, proposals will be reviewed by the Executive Director and a committee designated by the CES Board of Directors. Notification to all respondents will be made by Friday, January 11, 2008.

D. EVALUATION FACTORS

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

Part 1: Offeror Qualifications – 300 Total Points

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

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

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

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

Part 3: Cost

- 250 points Cost with responses submitted to a shopping cart technique of at least 25 randomly selected items available from majority of the responses
- 1,000 points TOTAL POINTS POSSIBLE

E. NEGOTIATIONS

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

F. COST CONSIDERATIONS

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

G. IMPORTANT NOTICE TO OFFERORS

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

Finally, offerors should keep in mind that CES desires to provide for small, rural members the same prices that larger members pay. Therefore, offers that require minimum purchases or minimum dollar amounts on a purchase order may be either rejected or have very little business if accepted.

SECTION IV: PROPOSAL FORMS

Form A **Offerors Declaration Form**

Offeror must indicate each category (1 through 7) it is responding to below by placing an “X” beside it. Failure to complete and return this form will cause the proposal to be considered non-responsive.

- Category 1 Asbestos Re-inspection**
- Category 2 Ground Equipment**
- Category 3 School, Family and Community Consulting, Tutoring, Outreach, Support and After-School Programs**
- Category 4 Janitorial Services**
- Category 5 Hand Tools**
- Category 6 Hardware, Building Supplies and Tools**
- Category 7 Web-Based Electronic Supply Catalog**

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

New Mexico is a large state geographically. For this solicitation CES is dividing the state into seven (7) service regions. Offeror will be required to indicate in its response which of these service regions of the state it wishes to provide services to, and prioritize, in order, the areas in which it intends to concentrate its efforts if given an award. The seven service regions are described below.

Region One (1) – Aztec, Bloomfield, Central, Dulce, Farmington and Jemez Mountain school districts

Region Two (2) – Chama Valley, Española, Mesa Vista, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos school districts

Region Three (3) – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Pecos, Raton, Roy, Springer, Wagon Mound and West Las Vegas school districts

Region Four (4) – Albuquerque, Belen, Bernalillo, Cuba, Estancia, Gallup-McKinley, Grants-Cibola, Jemez Valley, Los Alamos, Los Lunas, Magdalena, Moriarty, Mountainair, Quemado, Rio Rancho, Socorro and Zuni school districts

Region Five (5) – Clovis, Corona, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Santa Rosa, Texico, Tucumcari and Vaughn school districts

Region Six (6) – Alamogordo, Animas, Capitan, Carrizozo, Cloudcroft, Cobre, Deming, Gadsden, Hatch Valley, Hondo Valley, Las Cruces, Lordsburg, Reserve, Ruidoso, Silver, Truth or Consequences and Tularosa school districts

Region Seven (7) – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum school districts

OFFER AND ACCEPTANCE OF OFFER AND CONTRACT AWARD

PROJECT: As Defined in RFP 2008-003

OFFER
ACCEPTANCE OF OFFER
and
CONTRACT AWARD

OFFER TO BE COMPLETED BY CONTRACTOR

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

Company Name _____ Contact Person _____

Address _____ Authorized Signature _____

City _____ State ___ Zip _____ Printed Name _____

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

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

The parties intend this contract to constitute the final and complete agreement between agency and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, will bind any of the parties hereto. No change or modification of this contract will be valid unless it is in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract will not be affected thereby. The term of the agreement will commence on award and continue until January 11, 2009, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods, ending January 11, 2012.

Authorized Signature

Contract Number

AGENCY
SEAL
or
STAMP

Awarded this ____ day of _____, 2007.

INDEFINITE QUANTITY UNIT PRICE SCHEDULE

Bid Submission Form: All Categories

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

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Form D-1 - 7 Cost Evaluation Price Submittal Form

Bid Submission Form: Category 1 - Asbestos Re-inspection – Please see Excel Spreadsheet (Form D-1 Cost Proposal).

Bid Submission Form: Category 2 – Grounds Equipment – Please Utilize Form D.

Bid Submission Form: Category 3 - School, Family and Community Consulting, Tutoring, Outreach, Support and After-Schools Programs - Please see Excel Spreadsheet (Form D-3 Cost Proposal).

Bid Submission Form: Category 4 - Janitorial Services - Please see Excel Spreadsheet (Form D-4 Cost Proposal).

Bid Submission Form: Category 5 - Hand, Electrical, Pneumatic Tools and Equipment, Accessories and Repair Parts - Please see Excel Spreadsheet (Form D-5 Cost Proposal).

Bid Submission Form: Category 6 - Hardware, Electrical and Building Supplies and Materials - Please see Excel Spreadsheet (Form D-6 Cost Proposal).

Bid Submission Form: Category 7 - Electronic Online Industrial Supplies Catalog - Please see Excel Spreadsheet (Form D-7 Cost Proposal).

Acceptance of Terms and Conditions

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

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

Printed Name and Title

Signature (should match cover signature)

I accept the additional Categorical Terms and Conditions for Category

1 2 3 4 5 6 7

except as listed below.

Signature (should match cover signature)

Form F **SUPPORT AND MAINTENANCE PLANS**

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

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

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

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

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

OFFEROR'S SUPPORT FOR CES PRICES

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

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

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

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

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

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

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

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

- Prices are (check)
 - two percent (2%) Lower than our best price to individual members.
 - three percent (3%) Lower than our best price to individual members.
 - four percent (4%) Lower than our best price to individual members.
 - five percent (5%) Lower than our best price to individual members.
 - ten percent (10%) Lower than our best price to individual members.
 - other Lower than our best price to individual members.

Signature (must match signature on cover sheet)

Title

Form H **QUESTIONNAIRE FOR OFFEROR**

Company Name: _____

Circle Answers Where Appropriate

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

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

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

3. *Do you guarantee that prices in the RFP are the lowest you will offer to schools and other procurement units in New Mexico during the time of any contract between CES and your company?** Do you also agree to immediately reduce any price to CES equal to or lower than a price quoted to any other New Mexico procurement unit? YES NO

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

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

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

6. Where should CES mail purchase orders?

Contractor Name _____

Attention Line _____

UPS Address _____

Mailing Address _____

City _____ State _____ Zip _____

Email Address _____

Telephone (to verify prices) _____ Fax _____

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

**not including manufacturer's GSA contracts.*

QUESTIONNAIRE FOR OFFEROR

7. Where do you want payments sent?

Contractor Name _____

Attention Line _____

UPS Address _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone (invoice questions) _____ Fax _____

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

8. Additional contacts for CES

New Mexico Representative _____

Telephone _____ Fax _____

Email Address _____

Contact for RFP/Contract _____

Telephone _____ Fax _____

Email Address _____

9. Sales Support by Region

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

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

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

Form I **MANUFACTURER'S REPRESENTATIVE FORM**

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

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

_____ Offeror is authorized to submit a proposal for the equipment.

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

Signature (must match cover signature)

Date

If the offeror is the manufacturer, please sign below.

Signature (must match cover signature)

Date

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

1. _____
2. _____
3. _____
4. _____
5. _____

INSTRUCTIONS FOR COMPLETION OF PRICE PAGES

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

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

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

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

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

State and Local Government Purchasing, Third Edition, page 13

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

Ibid., page 76

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

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

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

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

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

SUBMISSION CHECK-OFF FORM

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

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

- | | | |
|-------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| _____ | 1. | Form A – Offerors Declaration Form (pages 96-97) (PLACE BEHIND TAB 1) |
| _____ | 2. | Form B – The signed Offer and Contract Award (page 98) (PLACE BEHIND TAB 1) |
| _____ | 3. | Form C – The signed Affidavit (page 99) (PLACE BEHIND TAB 1) |
| _____ | 4. | Form D – Price List of the equipment/services offered (page 100) (PLACE BEHIND TAB 6) |
| _____ | 5a. | Form E – A list of any exemptions or modifications of <u>General</u> Terms and Conditions (page 102) (PLACE BEHIND TAB 3) |
| _____ | 5b. | Form E – A list of any exemptions or modifications of <u>Categorical</u> Terms and Conditions (page depends on category) (PLACE BEHIND TAB 5) |
| _____ | 6. | Form F – Support and Maintenance Plans (page 103) (PLACE BEHIND TAB 7) |
| _____ | 7. | Form G – Offeror’s Support for CES Prices (page 104) (PLACE BEHIND TAB 7) |
| _____ | 8. | Form H – Questionnaire for Offeror (pages 105) (PLACE BEHIND TAB 7) |
| _____ | 9. | Form I – Manufacturer’s Representative Form (page 107) (PLACE BEHIND TAB 7) |
| _____ | 10. | A point-by-point response for the 10 items (a–j) under Contractor Qualifications (pages 8-10) (PLACE BEHIND TAB 4) |
| _____ | 11. | A point-by-point response to each requested item to which the contractor is responding under Section II-Scope of Work, D. Specifications (page 30) (categorical responses) (PLACE BEHIND TAB 5) |
| _____ | 12. | Letters of financial stability and credit limit (PLACE BEHIND TAB 4) (requested in No. 10 above) |
| _____ | 13. | All miscellaneous forms that apply (PLACE BEHIND TAB 8) (requested in No. 10 above) |
| _____ | 14. | Copies of all licenses (PLACE BEHIND TAB 4) (requested in No. 10 above) |
| _____ | 15. | Appendix with catalogs, slicks, model information, etc. (PLACE BEHIND TAB 10) |
| _____ | 16. | Form L – Submission Check-Off Form (page 110) (PLACE BEHIND TAB 9) |
| _____ | 17. | Electronic Copy with proposal submission. |

Signature