



**REQUEST FOR PROPOSAL
RFP 2008-011**

ADDENDUM NO. 1

To: Prospective Bidders

From: John N. Tortelli
Cooperative Educational Services

Date: December 4, 2007

CES has made the following changes to RFP 2008-011.

SECTION I, INSTRUCTIONS TO OFFERORS, D. PROPOSAL SUBMISSION, 3. Contents of the Proposal:

Currently on page 8:

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)

Change to on page 8:

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, page 43)

Currently on page 8:

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)

Change to on page 8:

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, page 43).
- Required Categorical Responses for your category (written response to every part)

SECTION I, INSTRUCTIONS TO OFFERORS, E. LISTING OF GENERAL TERMS AND CONDITIONS.

Delete on page 11:

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.

Delete on page 11:

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).

Currently on page 15:

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.

Change to on page 15:

Contractor Invoice: Contractor will invoice CES after delivery of goods and/or services.

Currently on page 15:

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.

Change to on page 15:

Contractor Payment: CES will issue payment to contractor within 30 days of contractor invoice.

Currently on page 15:

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.

Change to on page 15:

Contractor's Price List: The contractor will furnish CES with copies of the approved price list.

Delete on page 19:

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.

Delete on page 22:

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.

Currently on page 23:

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.

Change to on page 23:

Payment: CES will make payment to contractor for the purchase of goods and services within 30 days after the receipt and a correct invoice of amount due.

Currently on page 23:

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.

Change to on page 23:

Payment Discounts: Any payment discount offered must be made directly to CES. Quick-payment discounts of 10 and 20 days are reasonable.

Currently on page 23;

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.

Change to on page 23:

Price Reduction and Adjustment: A price reduction can be offered at any time and will become effective upon notice.

Price increases will be considered if submitted 90 days prior to the time of a contract extension, and will be a factor in renewal.

Currently on page 23 & 24:

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.

Change to on page 23 & 24:

Pricing: Offeror will describe discounts and special pricing offered.

Delete on page 24:

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.

Delete on page 24 & 25:

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.

Currently on page 27:

Term of Contract and Extension: The term of the agreement will commence on award and continue until December 31, 2010, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for Three (3), additional 12-month periods ending on December 31, 2011, December 31, 2012, and December 31, 2013. Since technology changes rapidly, CES may require a contractor to respond to a new RFP rather than extend a contract secured under this RFP.

Change to on page 27:

Term of Contract and Extension: The term of the agreement will commence on award and continue until December 31, 2009, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for Three (3), additional 12-month periods ending on December 31, 2010, December 31, 2011, and December 31, 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.

SECTION II: SCOPE OF WORK & SPECIFICATIONS, D. SPECIFICATIONS:, Categorical Terms and Conditions

Currently on page 33:

30. The offeror must have and make available to all users of the system a toll-free technical support phone number.

Change to on page 33:

30. The offeror must have and make available to all users of the system an e-mail address and a toll-free technical support phone number. Technical support needs to be available at a minimum of 8:00 am to 5:00 p.m. central time, 5 days per week (Monday – Friday) except holidays.

Currently on page 33:

33. Offeror will accept NTE (not to exceed) purchase order for as-needed services, if requested. If progress payments or any special financing is desired, it must be requested by the CES member on the purchase order to CES.

Change to on page 33:

33. Offeror will accept NTE (not to exceed) purchase order for as-needed services. For additional services that maybe requested by CES and are not covered under the basic agreement, the offeror will submit a proposal for CES review and approval.

Delete on page 33:

34. Offeror, as part of the final negotiations, will establish mutually agreed upon outcomes and project scope with CES and its member before a contract is issued.

SECTION II: SCOPE OF WORK & SPECIFICATIONS, D. SPECIFICATIONS: Categorical Required Responses

Add to page 34:

7. Describe how you will provide technical support to the users of the system to include but not limited to:
 - a. Hours of operation
 - b. How the user will access technical support
 - c. What type of technical support will be provided
 - i. Administrator

ii. Users

SECTION II: SCOPE OF WORK & SPECIFICATIONS, D. SPECIFICATIONS:, Categorical Cost Considerations

Currently on page 35:

1. Offeror will clearly state and identify any and all of its regular costs, indicate CES discount and the CES prices offered through cooperative purchasing after Tab 6. All costs, including hourly fees, paperwork fees, hardware, software costs, access fees and other related costs, per diem, travel, daily, weekly, and other charges, will be clearly described.

Change to page 35:

1. Offeror will clearly state and identify any and all of its regular costs, indicate CES discount and the CES prices offered through cooperative purchasing after Tab 6. All costs, costs shall include, software, hosted web based applications, implementation, data conversion, training time and materials, phone and technical support, consulting fees and other related services. Reimbursable cost to include per diem rate (meals and lodging per 24 hr period), car rental, air travel (coach), and mileage rate. Additional service not covered under the base request for proposal, consulting and training including materials; software and programming development; report development; and other charges, will be clearly described.

Currently on page 35:

2. The cost proposals submitted for this category shall be based on the following assumptions:
 - a. Estimated utilization by CES members is at least 60 school districts.
 - b. CES is proposing a two (2) year contract with the option of three (3) one (1) year renewal periods.
 - c. CES would consider employing a statewide director/coordinator to assist and provide some of the services required.
 - d. CES is willing to provide facilities and services as part of this contract. Offerors must clearly identify and state what their expectations of CES are in these areas.
 - e. The specific terms, conditions and stipulation of any contract resulting from this RFP would be through negotiations and mutually agreed upon scope of work establishing all party's duties and responsibilities.

Change to on page 35:

2. The cost proposals submitted for this category shall be based on the following assumptions:
 - a. Estimated utilization by CES members is at least 60 school districts. However it should be understood that there exists the possibility of expanding the program to all 89 school districts and other public education institutions in the State of New Mexico.
 - b. CES is proposing a two (2) year contract with the option of three (3) one (1) year renewal periods.
 - c. CES is employing a statewide director/coordinator to assist and provide some of the services required.
 - d. CES is willing to provide facilities and services as part of this contract. Offeror must clearly identify and state what their expectations of CES are in these areas.

- e. CES reserves the right to conduct negotiations if the vendor takes exception to the terms and conditions of the request for proposal.

Currently on page 35:

- 3. Cost proposals submitted shall be laid out in such a manner to indicate each of the various party's startup and ongoing operating costs. These costs shall include hardware, software, implementation, data conversion, training and other related services.

Change to on page 35:

- 4. Cost proposals submitted shall be laid out in such a manner to indicate each of the various offeror's startup and ongoing operating costs. These costs shall include, software, hosted web based applications, implementation, data conversion, training time and materials, phone and technical support, consulting fees and other related services. Reimbursable cost to include per diem rate (meals and lodging per 24 hr period), car rental, air travel (coach), and mileage rate. Additional service not covered under the base request for proposal, consulting and training including materials; software and programming development; and report development not included in the base agreement.

OFFER AND ACCEPTANCE OF OFFER AND CONTRACT AWARD

PROJECT: As Defined in RFP 2008-011



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 December 31, 2009, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three (3) additional 12-month periods, ending December 31, 2012.

 Authorized Signature Contract Number
 Awarded this _____ day of _____, 2007.

AGENCY
SEAL
or
STAMP

Form D-1 INDEFINITE QUANTITY UNIT PRICE SCHEDULE

RFP Submission Form: Category 1 - Web Based Online Placement Services

Instruction to Bidders:

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

Description of Cost Factors	Cost Evaluation Points	Unit of Measure	List Price	CES Discount off of List Price (+/-)	CES Price
Hosting Web Based Application, Software, Implementation, Data Conversion, Training Time and Materials, Phone and Technical Support and Associated Maintenance fees for 2 years	150	\$			
Reimbursable Costs					
Per diem rate - meals and lodging per 24 hour period	10	\$/day			
Mileage rate (current IRS Rate)	10	\$			
Air Travel, Coach	10	cost/per round trip			
Car Rental	10	Cost/day			
Additional services not covered in base contract/RFP					
Consulting/Training including Materials	20	\$/hr			
Software/Programming Development	20	\$/hr			
Report Development not included in the base agreement	20	\$/hr			
Total Points	250				

If you have any questions regarding this Addendum, please contact my office.

By dating, signing, and returning this page, the offeror acknowledges receipt of Addendum No.1
(Please place behind Tab 1 of your response).

Date: _____

Company Name (Print): _____

Printed Name: _____

Signature: _____