Central New Mexico Community College
Purchasing Department
525 Buena Vista SE / PO Box 4586
Albuquerque, NM 87106 / 87196-4586

INVITATION TO BID NUMBER:  T-2809  TITLE:  Fire Alarm Systems Testing, Inspections and Maintenance
DUE DATE:  Wednesday, January 12, 2011  TIME:  3:00PM Local Time
BUYER:  Robert Ortega, rortega@cnm.edu  Ph: (505) 224-4546    Fax: (505) 224-4548
TECHNICAL CLARIFICATION:  Robert Ortega
NUMBER OF RESPONSES REQUIRED:  One Original
FREIGHT TERMS:  FOB Destination Freight Included
PAYMENT TERMS:  Net 30 Days

INSTRUCTIONS TO BIDDERS
The Central New Mexico Community College (CNM) invites you to submit a bid on the material and/or services specified
within this Request for Bid (RFB).  Please read carefully all instructions, specifications, terms and conditions.  Failure to
comply with the instructions, specifications, terms and conditions of the Invitation may result in your bid being declared non-responsive.  The purchase of materials and/or services awarded under this Invitation are subject to CNM's General Terms and Conditions as well as all statements contained in this Invitation to Bid.  All terms and conditions of the Invitation to Bid will remain unchanged for the duration of any resultant agreement(s) and will supersede and take precedence over any bidder agreement forms.  Additional or different terms proposed by the vendor are hereby rejected. New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-28 through 13-1-199, NMSA 1978).

To bid on the goods or services specified herein, type or print the information requested in the spaces provided on the
response form supplied per SECTION E.  All blank spaces for bid prices, manufacturer’s name and product number offered, delivery, warranty, etc. must be written in ink or typed.  Corrections shall be initialed in ink by person signing the bid.  When bidder makes mistakes in calculating total price where quantities are involved, the unit price shall prevail.  If you wish to offer more than one bid for a single item or group of items specified, copy the response form and fill in all spaces by typing or printing in ink.  Clearly label the top as an alternate bid, and submit all responses in the same envelope as the original bid.  Submit the number of copies of your bid specified above.  Each copy is to include all supporting documentation.  Failure to submit the required number of copies may result in your bid being considered non-responsive.

The completed bid package must be placed in a SEALED ENVELOPE and submitted to the above address no later than the time and date specified above.  Failure to properly identify this RFB # and Bid Due Date and Time on the lower left outside corner of your sealed proposal envelope may result in either premature opening of your proposal or failure to open it upon the correct closing date and time.  Fax or email responses will not be considered for award.

Note:  Any and all clarifications of instructions, specifications, scope, requirements, terms and conditions, insurance, bonds, or bid preparation, etc. shall be made only by the Buyer listed above.  All requests for clarification or exception to instructions, terms and conditions, specifications, requirements, scope, insurance, bonds, or bid preparation, etc. must be made in writing, addressed to the Buyer listed above, and submitted no later than five (5) days prior to the bid due date.  Technical questions concerning the requirements of the requester should be directed to the technical clarification contact listed above.  If appropriate, CNM Purchasing shall issue a written Amendments and addendums will be posted at http://planet.cnm.edu/purchasing.  It is ultimately the offerors responsibility to check for any updates to this procurement.
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SECTION A
CENTRAL NEW MEXICO COMMUNITY COLLEGE
STANDARD BID TERMS AND CONDITIONS

1. ACCEPTANCE. Equipment and/or Services - Right to reject; specifications. All equipment and/or services furnished will be subject to inspection and testing by buyer and buyer's agents upon arrival and after installation. Any equipment and/or services found by buyer in its sole discretion to be not in accordance with the specifications, drawings, plans, instructions, performance criteria, samples or other description furnished or adopted by buyer for the order or otherwise not in conformance with the terms of the order shall be subject to rejection, return and back charge as appropriate, together with the necessary costs of handling and shipping. Buyer's payment of all or any part of the purchase price prior to such inspection, testing and non-acceptance of the equipment and/or services involved shall not constitute a waiver of any of buyer's rights hereunder.

2. ACKNOWLEDGMENT OF AMENDMENT/ADDENDUM. Bidders shall acknowledge receipt of any amendments/Addenda to this Invitation by identifying the amendment number and date in the space provided on the form labeled “Signature of Firm's Authorized Representative”.

3. ADDRESSES FOR NOTICES. Any notice required to be given or which may be given under this Invitation or the resultant price agreement shall be in writing and delivered in person or via first class mail to the following address:

   Central New Mexico Community College
   Purchasing Department
   525 Buena Vista, SE
   Albuquerque, NM  87106

4. ALTERNATE BIDS. The brand names, part and or catalog numbers are used to describe the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Alternate bids will be accepted and considered, unless otherwise specified in the supplementary bid terms and conditions, provided they are equal to and meet all specifications of this Invitation which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and or technical specifications. Failure to do so may cause offer to be declared non-responsive. CNM reserves the right to make the final determination of whether an alternate bid is equal. It is the contractor's responsibility to provide, as part of the bid, descriptive literature and specification information on all alternates bid. If the bid is not clearly identified as an alternate item, it is understood that the items are bid as specified.

5. AWARD OF BIDS. CNM reserves the right to award this bid based on price and any other evaluation criteria contained herein; to reject any and all bids or any part thereof, and to accept the bid that is in the best interest of CNM.

6. AWARDS. CNM reserves the right to make multiple awards of the items, projects and/or sections of this Invitation. Price agreements may be awarded on a unit basis for each individually numbered item to the lowest responsible bidder; or when a group of items have been consolidated for uniformity, it may be necessary to bid all inclusive items to receive consideration.

7. BID OPENING. Bid will be opened publicly on the bid due date and time specified on the bid cover sheet in the Purchasing Department Office. Anyone may attend the opening.

8. BID NEGOTIATION. Bidders will not be afforded an opportunity for discussion and revision of bids.

9. CANCELLATION. CNM reserves the right to cancel without penalty this Invitation, the resultant price agreement or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of CNM.

10. CHANGES/ALTERATIONS AFTER AWARD. Changes or alterations after the award can only be made if agreed to in writing by CNM.

11. CONTRACT. CNM's purchase order shall be considered the binding agreement/contract. In the event of any inconsistent or incompatible provisions, the purchase order (excluding contractor's bid) shall take precedence, followed by the provisions of the Invitation to Bid, and then lastly, the terms of the vendor's bid response.

12. CONTRACTOR GUARANTEE. The contractor shall guarantee all materials, equipment and workmanship furnished and or installed to be free of defects and shall agree to replace solely at his/her expense any and all defective equipment, parts, etc. within one year period after the date of acceptance of the items and or installation by CNM, unless otherwise agreed to in writing at the time of award.

13. DELIVERY. Delivery is an important consideration and may be a factor in determining the award. Please state your earliest delivery date in the space provided on the response form. Delivery to be made to Receiving/Warehousing, CNM, 901 Buena Vista SE, Albuquerque, NM 87106, unless otherwise specified.

14. DELIVERY DELAYS. If after award, the contractor becomes aware of possible problems that could result in delay in the agreed-to delivery schedule, the contractor must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the contractor of his/her contractual obligations. However, failure to notify CNM promptly will be a basis for determining the contractor responsibility in an otherwise excusable delay.

15. DISCREPANCIES. If any bidder is of the opinion that the bid specifications as written preclude him/her/it from submitting a response to this Invitation to Bid, it is specifically requested that the bidder's opinion be made known to the Buyer, in writing, at least seven (5) days prior to the established bid opening date.

16. EXCLUSIVE RIGHTS. Under no circumstances shall this Agreement be construed or deemed to be a contract whereby CNM grants Contractor exclusive right to furnish CNM its needs or requirements for services described herein.
17. FORCE MAJURE. Neither party to the resultant agreement will be liable to the other for any failure or delay in performance under the resultant agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing or late in performing.

18. GENERAL TERMS AND CONDITIONS. CNM's General Terms and Conditions are an equal and integral part of this Invitation.

19. GOVERNING LAW. This Invitation and the resultant price agreement will be interpreted and governed by the Laws of the State of New Mexico.

20. INSURANCE REQUIREMENTS. The contractor may be required to carry insurance meeting the requirements in the Exhibit labeled “INSURANCE REQUIREMENTS” or as noted in the specifications. Contractor must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under the resultant price agreement. Insurance must remain in effect for the entire term of the resultant price agreement and must be extended to coincide with any future price agreement extension. This Invitation to Bid Number must appear on the Certificate of Insurance. Note: A potential contractor or the Contractor agrees to comply with state laws and rules pertaining to workers’ compensation insurance coverage for its employees. If a contractor fails to comply with the Workers’ Compensation Act and applicable rules when required to do so, the contract may be canceled immediately.

21. INVITATION IS ENTIRE AGREEMENT. This Invitation constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered nor amended in any way except as provided for in this Invitation.

22. LATE SUBMISSIONS. Late submissions of bids will not be considered unless it is determined by CNM that the late receipt was due solely to mishandling by CNM or if the bid is the only one received. All other late submissions will be returned unopened.

23. MODIFICATIONS. Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening.

24. NEW MATERIALS REQUIRED. All materials and equipment delivered and or installed under this Invitation shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment (unless otherwise specified in the supplementary bid terms and conditions). Where two or more units of the same class of materials and or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the items shall be submitted to CNM's authorized representative.

25. NUMBER FOR BID CLARIFICATION. The Bidder should include a local or toll-free number and email address for bid clarifications. Failure to do so may result in the bid being declared non-responsive.

26. OPTION TO RENEW. CNM reserves the option to renew the resultant agreement, contingent upon fiscal funding, as provided for within Section 13-1-150 NMSA 1978, if such renewal is found to be in the best interests of CNM. Renewal options will be exercised in increments of one-year terms unless otherwise agreed to by both parties.

27. PACKAGING. Packaging of materials shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the contractor's expense.

28. PAYMENT DISCOUNTS. CNM will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the lowest responsible bidder.

29. PERIOD FOR BID ACCEPTANCE. The Bidder agrees, if his/her bid is accepted within 90 calendar days of the closing date, to furnish the goods and services at the prices set forth in his/her bid, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in removal from the bid list. An additional time period may be requested elsewhere in this Invitation.

30. POTENTIAL COSTS UNSPECIFIED. The contractor shall include in his/her bid all material and labor costs known to be required to complete the work under this Invitation including any materials, labor or other costs that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the price bid.

31. PUBLIC INFORMATION. All information, except that marked as confidential, will become public information at the time that the Bid is opened. Confidential information must be marked “CONFIDENTIAL” in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

32. RELEASES. Upon final payment of the amount due under the terms of the resultant agreement, the Contractor shall release CNM, its officers and employees from all liabilities, claims and obligations arising from or under the terms of the resultant agreement. The Contractor agrees not to purport to bind CNM to any obligation not assumed herein by CNM unless CNM has expressly authorized the Contractor to do so and then only within the strict limits of that authority.

33. REPORTS AND INFORMATION. At such times and in such forms as CNM may require, there shall be furnished to CNM such statements, records, reports, data and information, as CNM may request pertaining to matters covered by all resultant agreements to this Invitation to Bid.

34. RESIDENTIAL PREFERENCE. In evaluating bids for purchases over $20,000 using State funds, residential preference of 5% will be used in compliance with Sections 13-1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. Federal law prohibits the use of residential preference when the expenditure involves Federal funds.

35. RESPONSIBLE BIDDER. CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of a bidder (i.e., prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation for bids). Bidder shall provide audited financial statements if requested by CNM.

36. RESPONSIVENESS OF BIDS. Bidders are hereby expressly instructed that all bids in response to this solicitation shall meet all specifications and requirements of this solicitation.
37. **SEVERABILITY.** If any provision of the resultant agreement is found invalid or unenforceable, the remainder of the resultant price agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.

38. **SIGNATURE.** The response must be signed by an authorized representative in order for bid to be considered responsive. Compete and return the form labeled “Signature of Firm’s Authorized Representative” with bid response.

39. **SITE FAMILIARITY.** The contractor shall be responsible for thoroughly inspecting the site and work to be done prior to submitting a bid. The contractor warrants by this submission that he/she has had the opportunity to thoroughly inspect the site and work to be done and that his/her offer includes all costs required to complete the work. The failure of the contractor to be fully informed regarding the requirements of this Invitation will not constitute grounds for any claim, demand for adjustment or the withdrawal of a bid after the opening.

40. **STATUS OF CONTRACTOR.** The Contractor is an independent contractor performing services for CNM and neither he/she nor his/her agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of CNM vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of CNM. The contractor acknowledges that all sums received under the resultant agreement are personally reportable by him/her for income, self-employment and other applicable taxes.

41. **SUBMISSIONS OF SAMPLES/DRAWINGS/LITERATURE.** It may be necessary to test samples or have demonstrations to make an award. All samples, when required, shall be furnished free of expense to CNM. Returns shall only be made at the Bidder’s request and expense. Bid samples or descriptive literature should not be submitted unless expressly requested; and, regardless of any attempt by a bidder to condition the bid, unsolicited bid samples or descriptive literature shall be submitted at the Bidder’s risk.

42. **TAXES.** CNM is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on Materials, except construction materials used by a contractor. Services are not exempt. Taxes on services should be included as a separate line item and not included in your base price bid. Applicable taxes are excluded from the evaluation of the bid.

43. **TECHNICALITIES.** CNM reserves the right to waive any technical irregularities in the form of the bid of the low bidder which do not alter price, quality or quantity of the services, construction or items of tangible personal property bid.

44. **TELEGRAPHIC/FACSIMILE BIDS.** Telegraphic/Facsimile bids will not be considered. However, bids may be modified by telegraphic/facsimile notice, provided that the notice is received by the time and date specified for the closing.

45. **WITHDRAWAL OF BIDS.** Bids may be withdrawn by written notice, telegram or in person by a bidder or an authorized representative any time prior to the award. Bids requiring bid security may result in forfeiture of the security if the bid is withdrawn following the opening.
SECTION B  CENTRAL NEW MEXICO COMMUNITY COLLEGE  GENERAL TERMS AND CONDITIONS

1. Inspection and Audit. a. CNM may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedures required by the specification are in addition to CNM's rights under this paragraph.

b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to CNM under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

2. Warranties. Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express and implied, are incorporated herein.

3. Acceptance and Rejection. If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or, if CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive CNM's right to claim damages for breach.

4. Assignment. This order is assignable by CNM. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of CNM.

5. Changes. CNM's Purchasing department may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without prior written approval of CNM's Purchasing department. Any claim of Seller for an adjustment under this paragraph must be made within thirty (30) days from the date of receipt of Seller of notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. Termination and Delays. CNM, by written notice stating the extent and effective date may terminate this order for convenience in whole or in part, at any time. CNM shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount to be approved by CNM, and not otherwise recoverable from other sources by Seller, with respect to the undelivered or unaccepted portion of this order. Provided, however, compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits.

CNM may terminate this order by written notice in whole or in part for Seller's default if Seller refuses or fails to comply with the provision of this order, or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, CNM may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by CNM, including incidental and consequential damages.

If, after notice of termination, CNM determines Seller was not in default, or if Seller's default is due to failure of CNM, termination shall be deemed for the convenience of CNM.

The rights and remedies of CNM provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

As used in this paragraph, the word "Seller" includes Seller and its subsuppliers at any tier.

7. Equal Employment Opportunity. Contractor shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap.

8. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM's liability shall be subject to limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys fees, in connection with or resulting from such suit or action.

Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order.

9. Patent and Copyright Indemnity. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.

10. Discounts. Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by CNM's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

11. Penalties. The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. Title and Delivery. Title to the materials and supplies passed hereunder shall pass to CNM at the F.O.B. point specified subject to the right of CNM to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval from CNM's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.

13. Payment Charges. Late payment charges shall be paid in the amount and under the conditions stated in Section 13-1-158, NMSA 1978.

14. Other Applicable Laws. Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

15. OSHA Regulations. The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Based Occupational Health and Safety regulations that apply to the work performed under this invitation. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

16. Debarment/Suspension. In performing the services and/or furnishing the goods specified within this purchase order, the vendor/contractor certifies that it is not suspended, debarred or declared ineligible from entering into contracts with the Executive Branch of the Federal Government, any State agency or local public body; nor is in receipt of a notice of proposed debarment or suspension from the Executive Branch of the federal Government, any State agency or local public body.

SECTION 2  GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and condition of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contract" shall mean "this order", the term "contractor" shall mean "Seller" and the term "Government" and "Contracting Officer" shall mean "CNM" and the "Director of Purchasing" respectively.

The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

* Anti-kickback Procedures: 52.203-7
* Buy American Act 52.221-1
* Contract Work Hours and Safety Standards Act-Overtime Comp. 52.222-4
* Equal Employment Opportunity 52.222-26
* Notice to the Government of Labor Disputes 52.222-1
* Preference for U.S. Flag Air Carriers (For internal air travel) 52.247-63
* Restriction on Subcontract Sales to the Government 52.203-6
* Service Contract Act of 1965 (Reserved) 52.222-41
* Termination for Convenience of Government (Education and other Nonprofit Institutions) 52.249-5(a)(f)

CNM reserves all administrative, contractual, and legal remedies against Seller in case of any breaches of the contract.

* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.
SECTION C: SCOPE OF WORK, SPECIFICATIONS FOR BID #T-2809

CNM is requesting bids for Fire Alarm Systems Testing, Inspections and Maintenance on behalf of CNM’s Risk Management & Safety Department. Vendors shall provide all labor, tools, equipment, insurance, documentation, reports, materials, and all other related materials necessary to perform Fire Alarm Systems Testing, Inspection, and Maintenance at the following seven (7) CNM campus sites meeting Experience, Procedural, Frequency of Testing and Testing Dates, Maintenance, Inspection, And Testing Records, Testing Recording, and Miscellaneous requirements as outlined below.

Main Campus                Joseph M. Montoya Campus          South Valley Campus          Rio Rancho Campus
525 Buena Vista SE        4700 Morris NE                   5816 Isleta SW            2601 Campus Blvd NE
Albuq., NM 87106           Albuq., NM 87111                    Albuq., NM 87105             Rio Rancho, NM 87144

Westside Campus            Workforce Training Center          Technology Annex
10549 Universe NW         5600 Eagle Road NE                  1506 Candelaria NE
Albuq., NM 87123           Albuq., NM 87113                    Albuq., NM 87109

See EXHIBIT C, ESTIMATED LIST OF CNM FIRE ALARM DEVICES, for the estimated number and type of equipment to be tested in each building at each campus.

EXPERIENCE REQUIREMENTS:
Vendor shall have a minimum of five (5) years experience in similar fire alarm service work and shall provide proof of their experience to conduct fire alarm system inspections, testing, and maintenance in compliance with IAW NFPA 72, Chapter 10.2.2.5.2. Bidders wishing to be considered for award must complete and submit EXHIBIT D, VENDOR WORK EXPERIENCE. This document is to include detailed company names where work was conducted, point of contact, address, telephone and fax number and number of years servicing that customer.

A. PROCEDURAL REQUIREMENTS:
1. The Initial/Reacceptance inspection shall be performed within thirty (30) days from receipt of order, or as mutually agreed. (See B. FREQUENCY OF TESTING AND TESTING DATES)
2. An ES-3J Alarm tech needs to be on site during all Inspections/Testing.
3. The company will provide their own lift.
4. A separate report (in duplicate) for each building of each inspection shall be forwarded to the CNM Risk Management & Safety Office.
5. Notice of inspections will be given thirty (30) days prior to the actual inspection to the CNM Risk Management & Safety Departments personnel via phone or email as stipulated above.
6. An Opening Conference is required between the Vendor’s Inspectors and CNM’s Safety Department before any inspections take place. This meeting is to discuss any concerns/questions.
7. A Closing Conference is required between the Vendor’s Inspectors and CNM’s Safety Department upon completion of inspections. The purpose of this meeting is for the Vendor’s senior technician and the CNM’s Alarm Technician to sign-off on each building inspection report and forward two (2) copies of the report as indicated in the requirements listed in C. TESTING REPORTING.
8. The vendor must attempt to provide all testing of Fire Alarm System equipment on Fridays, during Holiday Breaks or Non-Instructional Days of the months stipulated of each calendar year when possible. The actual dates of inspection will be mutually agreed upon based on availability of staff and the schedule of term breaks within CNM’s school calendar.
9. The vendor will inspect all (100%) CNM fire alarm devices in all buildings during Initial/Reacceptance testing and inspection as outlined in Table 10.4.4 (Testing Frequencies) of the NFPA 72, Chapter 10.
10. The vendor will ensure each subsequent annual inspection will test 100% of all device types during each test to insure all devices are tested every year. (All Horn/Strobes and Pull Stations, smoke detectors, heat detectors, duct detectors, all fire panels and parts, annunciators, power supplies and batteries).
11. As a result of the Initial/Reacceptance, Monthly, Quarterly, Semiannual and Annual inspections and testing, should maintenance of systems or repairs be indicated, the vendor will provide (within ten (10) working days) a compilation of information to the CNM Director of Risk Management and Safety or his/her representative with an estimated quote format for review and consideration.

B. FREQUENCY OF TESTING AND TESTING DATES:
Testing is required monthly, quarterly, semiannually, and annually as described below.
1. The vendor will perform the Initial/Reacceptance inspections during CNM’s Winter Break. Semiannual battery load testing in accordance to NFPA 72 Table 10.4.4 will be conducted during the months of May & November of each year during CNM’s Non-Instructional Days or Holiday Break.
2. Annual testing in accordance to NFPA Table 10.4.4 will be conducted during the month of December of each year, during CNM’s Holiday Break.

C. MAINTENANCE, INSPECTION, AND TESTING RECORDS
1. As per NFPA 72, 10.6.2.1, records shall be retained by Vendor until the next test and for 1 year thereafter.
2. As per NFPA 72, 10.6.2.2, the records shall be on a medium that will survive the retention period. Paper or electronic media shall be permitted. Electronic medium is preferred.
3. As per NFPA 72, 10.6.2.3, a record of all inspections, testing, and maintenance shall be provided as requested on Figure 10.6.2.3 Inspection and Testing Form.
4. Prior to any testing, the vendor will insure that all occupants of a building being tested are notified of the test, and insure that all occupants are aware when testing will be concluded, as per NFPA 72, Chapter10.2.3.1 and 10.2.3.2.
5. It is required that the vendor have present during these inspections the CNM Alarm Technician in order to verify the inspection and notification device and verify system failures or discrepancies for management debriefing.
6. Building occupants will be notified of completion of inspection testing immediately upon completion.

D. TESTING REPORTING
1. The vendor shall report all equipment found defective or ineffective, due to improper design or faulty manufacture on the first inspection and on every inspection thereafter.
2. Written reports in duplicate will be provided by the Vendor’s Inspector to CNM’s Director of Risk Management & Safety or his/her representative on the day of the Closing Conference.
3. The vendor shall also submit a quote for correcting these deficiencies along with the inspection report within five (5) business days of the inspection. Each repair or replacement written quote shall be presented to CNM’s Director of Risk Management & Safety or his/her representative in writing for CNM’s review and consideration. CNM reserves the right to use other Vendor(s) to perform repairs, changes, or replacements.
4. The vendor shall maintain copies of the reports in print or electronic format for one (1) year following the termination of the contract. These reports will be accessible to CNM at no charge.
5. If facility conditions exist which could accelerate deterioration, such conditions shall be noted in the inspection report.
6. Each fire alarm zone number and location must be listed on vendors report.

E. MISCELLANEOUS
1. Actuation of Devices
   a) If the vendor, during the testing and inspection process, actuates a device that causes any type of malfunction of a protection system, the vendor shall provide service personnel within twenty-four (24) hours to inspect and recommend the recondition and/or replacement of equipment necessary to return the protection system to its original state. CNM reserves the right to have other Vendor(s) perform the changes/replacements that may be necessary.
   b) The system shall not be placed in operation until final inspection by the vendor’s service personnel. A report in duplicate shall be forwarded as stated in Paragraph c outlining the work performed.
2. CNM shall advise the vendor of any changes made in the equipment, operating procedures, installation or facilities prior to the incorporation of such changes. This Agreement shall not cover the charges for any work performed by the vendor necessary to render the system satisfactory for the changed conditions.
3. If during the course of testing it is found that devices, hardware, software, signaling components or other electronic devices need replacement, a separate report will be initiated by the vendor to be delivered to CNM’s Director of Risk Management and Safety or his/her representative. CNM reserves the right to choose a vendor other than the awarded contractor to complete suggested repairs.

All prices shall be F.O.B. DESTINATION and shall include all labor, tools, equipment, insurance, documentation, reports, materials, and all other related materials and other associated costs that may be imposed in fulfilling the terms of this agreement. Bidders are encouraged to submit prices on any or all items as their ability to furnish dictates. It is the bidder’s responsibility to make sure all products proposed are adequately described.

A Fixed Sum Blanket Order will be awarded with the option to renew in accordance with NMSA 13-1-150, contingent upon fiscal funding, vendor performance, and if renewal is found to be in the best interest of CNM.

1. Questions should be directed to the Buyer, Robert Ortega at 505-224-4546 or by email at rortega@cnm.edu. If appropriate, CNM Purchasing shall issue a written Amendment/Addendum, which shall thereafter become part of this Invitation to Bid. No oral
interpretations shall be binding upon CNM unless reduced to a written Amendment/Addendum issued by CNM Purchasing prior to the bid due date and time.

2. **Note:** Contractor hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon receipt of an authorized purchase order from the purchasing department, and further agree that the language of this document shall govern in the event of a conflict with its bid. Purchase order will be issued to vendor bidding no third party purchase orders will be issued.

3. A company submitting bids will upon request, provide a sample of proposed product (i.e. Sample reports). Questions regarding this process may be addressed by contacting the Buyer, Robert Ortega at 505-224-4546 or by email at rortega@cnm.edu.

4. It should not be assumed that the buyer has specific knowledge of the products proposed, but has sufficient technical background to conduct an evaluation when presented complete information.

5. If it is deemed necessary to have a walk through of any CNM Campus to submit a bid, please contact the buyer by email to schedule this activity and to make it available to all interested bidders.

**BIDDERS MUST RETURN THE FOLLOWING COMPLETED REQUEST FOR BID (RFB) SECTIONS IN DUPLICATE TO BE CONSIDERED FOR AWARD:**

- **SECTION D:** Bid Response Form
- **SECTION E:** Signature of Firms Authorized Representative/Debarment/Suspension Status & Non-Collusion Affidavit Form
- **EXHIBIT D:** Vendor Work Experience

Please retain all remaining pages for your files.
SECTION D: RESPONSE FORM FOR BID #T-2809

Company Name:  
Residential Preference Number:  


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<tr>
<th>Item No.</th>
<th>Qty</th>
<th>Unit</th>
<th>Part Number and Description</th>
<th>Unit Price per Month</th>
<th>Ext. Price for one (1) Year</th>
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<td>1.</td>
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<td>Yr.</td>
<td>Annual Fire Alarm Systems Testing, Inspection, and Maintenance per NFPA 72 Chapter 10 at the seven (7) CNM campuses, ALL fire alarm sites, meeting the Experience, Procedural, Frequency of Testing and Testing Dates, ‘Maintenance, Inspection, And Testing Records,’ Testing Recording, and Miscellaneous requirements as outlined in Section C: Scope of Work including all monthly, quarterly, semi-annual, and annual testing. Contractor to be insured and bonded. A copy of contractor’s insurance to be provided upon receipt of order.</td>
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PRICE TO ADD SITES IN FUTURE

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<th>Item No.</th>
<th>Qty</th>
<th>Unit</th>
<th>Part Number and Description</th>
<th>Unit Price per Month</th>
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<td>2.</td>
<td>1</td>
<td>Site</td>
<td>Cost to perform the work per additional site (e.g., New system installed, new campus, etc.). NOTE: The purpose of this is for new sites. Bidder is responsible to familiarize himself with all sites prior to submitting a bid.</td>
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SECTION E
SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

By signing below, contractor acknowledges that it is a competent firm capable of providing the items and/or services requested, is properly licensed for providing the items or services specified, has read this Invitation to Bid, understands it, and agrees to be bound by its terms and conditions. Contractor hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon receipt of an authorized purchase order from the purchasing department, and further agree that the language of this document shall govern in the event of a conflict with its bid. The undersigned, being duly authorized to sign bidding documents and act on behalf of the contractor in an official capacity, certifies that the items and/or services offered on this Invitation to Bid meets or exceeds all specifications, terms and conditions as described in this Invitation to Bid without exceptions. I understand that items and/or services not meeting all specifications, terms and conditions will be rejected and all costs shall be borne by the contractor.

Please fill in all spaces below:

Company Name ________________________________
Address __________________________________________
Phone Number ___________________________ FAX Number _________ Email: ________
Contact Person for Clarification of Bid Response ________________________________
Residential Preference Number (Applies to BIDS over $20,000 only) ________________


NM Tax ID ________________________________ Federal Tax ID ________________________________
Applicable NM License Numbers ________________________________

Is your firm a "New York state business enterprise"? Yes _____ No _____ If yes, provide supporting documentation.

Acknowledgment of Amendment/Addendum
Specify Number(s) and Date(s) ___________________ date ___________________ date ___________________ date ___________________ date ___________________

Printed/Typed Name and Title of Individual Signing ________________________________
Signature of Member Authorized to Sign for Firm ________________________________

DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM

DEBARMENT/SUSPENSION STATUS
1. The vendor/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The vendor/contractor agrees to provide immediate notice to CNM's Purchasing Department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this bid but prior to the award of the purchase order/contract.

NON-COLLUSION AFFIDAVIT
The undersigned, duly authorized to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing bid (such persons, firm and/or corporation hereinafter being referred to as the vendor/contractor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm, or corporation, nor any person duly representing the same joining and participating in the submission or the foregoing bid/proposal, has directly or indirectly entered into any agreement or arrangement with any other vendor/contractors, or with any employee of CNM, or any person, firm or corporation under contract with CNM whereby the contractor, in order to induce the acceptance of the foregoing bid by CNM has paid or is to pay any other vendor/contractor or to the aforementioned persons anything of value whatsoever, and that the vendor/contractor has not directly or indirectly entered into any agreement or arrangement with any other vendor/contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

CERTIFICATION
The undersigned hereby certifies that he/she has read the above Non-Collusion Affidavit and Debarment/Suspension Disclosure Statement and that he/she understands and will comply with these requirements. The undersigned further certifies that he/she have the authority to certify compliance for the vendor/contractor named below.

Signature ___________________________ Title ___________________________
Printed/Typed Name ___________________________ Date ___________________________
Company _______________________________________________________
Address _______________________________________________________
City/State/Zip _____________________________________________________
## EXHIBIT D: VENDOR WORK EXPERIENCE

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<th>Company</th>
<th>Address</th>
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<th>Phone</th>
<th>Fax</th>
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