REQUEST FOR PROPOSALS NO. P-273

DUE DATE: August 26, 2008

TITLE: Registration and Marketing Software

TECHNICAL CLARIFICATION: David Martinez
davidm@cnm.edu

NUMBER OF RESPONSES REQUIRED: One

PAYMENT TERMS: Net 30 Days

INSTRUCTIONS TO VENDORS

The Central New Mexico Community College (CNM) invites you to submit a proposal for the services specified in this Request for Proposals. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this Request for Proposals may result in your proposal being declared non-responsive. The purchase of materials and or services awarded under this Request is subject to CNM's General Terms and Conditions as well as all statements contained in this Request for Proposals. All terms and conditions of the Request for Proposals shall remain unchanged for the duration of any resultant agreement(s) and shall supersede and take precedence over any vendor agreement forms.

To submit a proposal, provide a type written document responding to the scope of work/services, specifications, and evaluation criteria contained herein. Complete the form labeled “Signature of Firm’s Authorized Representative” and submit it with the original of your proposal. CNM does not desire responses with fancy binders, binding, or sales literature. Instead, vendors’ proposals should be organized in a format that promotes the easy and clear evaluation of your proposal. To this end, the organization of your proposal should generally follow the Request for Proposals' organization so that the Request and your proposal can be cross-referenced during the evaluation process. Likewise, information in your proposal should be presented in same order as the pertinent provisions of the Request for Proposals, referencing sections of the Request on any and all attachments that you include with your proposal. Each original proposal must be signed in ink by an authorized representative of your firm; all corrections shall be initialed in ink by person signing the proposal. The contents of the selected proposal may become part of any resultant award. If you wish to offer more than one proposal, clearly label the top as an alternate proposal and submit all responses in the same envelope as the original proposal. Submit the required number of copies of your proposal as specified above. Each copy shall include all supporting documentation. Failure to submit the required number of copies may result in your proposal being considered non-responsive.

The completed proposal 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 RFP # 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.

Note: Any and all clarifications of instructions, specifications, scope, requirements, terms and conditions, insurance, bonds, or proposal 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 proposal preparation, etc. must be made in writing, addressed to the Buyer listed above, and submitted no later than five (5) days prior to the proposal due date. Technical questions concerning scope of work, CNM's requirements, needs or expectations and the vendor's requirements, needs or expectations must be directed to the technical clarification contact listed above. If a technical clarification contact is not listed above, then all such questions must be directed to the Buyer listed above. If appropriate in CNM's sole judgement, CNM Purchasing may issue a written Amendment or addendum which shall thereafter become part of this Request for Proposals. No oral interpretations shall be binding upon CNM unless reduced to a written amendment issued by CNM Purchasing prior to the proposal due date and time. Your reliance on any such oral interpretations shall be deemed to be unreasonable.

SECTION A

RFP #P-273 Tuesday, August 5, 2008 Advertise

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STANDARD PROPOSAL TERMS AND CONDITIONS

1. ACKNOWLEDGMENT OF AMENDMENT/ADDENDUM. Vendors shall acknowledge receipt of any amendments/addenda to this Request for Proposals by identifying the amendment/addendum number and date in the space provided on the form labeled “Signature of Firm’s Authorized Representative”.

2. ADDRESSES FOR NOTICES. Any notice required to be given or which may be given under this Request for Proposals 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

3. AWARD OF PROPOSALS. CNM reserves the right to award this proposal based on price and any other evaluation criteria contained herein; to reject any and all proposals or any part thereof, and to accept the proposal that is most advantageous to CNM, taking into consideration the evaluation factors set forth in this Request for Proposals.

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

5. DISCREPANCIES. Should any interested vendor find discrepancies in any part of the listed specifications or the terms and conditions, or find any part of the listed specification or the terms and conditions to be incomplete or otherwise questionable in any respect, such vendor shall immediately call such matters to the attention of the Buyer, in writing, prior to the established opening date.

6. ERRORS. CNM is not liable for any errors or misinterpretations made by the vendor responding to this Request for Proposals. No advantage shall be taken by Vendors in the omission of any details. Any misstatements of fact, misrepresentations or errors in the Vendor’s proposal may, at the sole discretion of CNM, be cause for disqualification. Each vendor is responsible for ensuring that all information provided in its proposal is accurate and complete in its entirety.

7. GENERAL TERMS AND CONDITIONS. CNM's General Terms and Conditions are an equal and integral part of this Request for Proposals.

8. GOVERNING LAW. This Request for Proposals and all resultant price agreements shall be interpreted and governed by the Laws of the State of New Mexico.

9. INVITATION IS ENTIRE AGREEMENT. This Request for Proposals along with its attachments 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 Request for Proposals.

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

11. MODIFICATIONS. Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. The Buyer may request technical clarifications of the proposal following the opening.

12. NUMBER FOR PROPOSAL CLARIFICATION. The Vendor should include a local or toll-free number for proposal clarifications. Failure to do so may result in the proposal being declared non-responsive.

13. 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 highest evaluated offer.

14. PERIOD FOR PROPOSAL ACCEPTANCE. The Vendor agrees, if its proposal is accepted within ninety (90) calendar days of the closing date, to furnish the goods and services at the prices set forth in its proposal, 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 Request for Proposals.

15. POTENTIAL COSTS UNSPECIFIED. The Vendor shall include in its proposal all goods, material and labor costs that it knows or should know will be required to complete the work under this Request for Proposals including any goods, materials, labor or other costs that are not specifically identified in the specifications of this Request for Proposals. All such costs shall be identified in the proposal and separately stated in the price or pricing proposed in the proposal.

16. PROPOSAL OPENING. Proposals will be opened on the due date and time specified on the proposal cover sheet in the Purchasing Department Office. This is not a public opening and contractors are not invited to attend.

17. PUBLIC INFORMATION. All information, except that marked as confidential, will become public information at the time that the Proposal is awarded. 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.

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

19. 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 Request For Proposals.

20. RESPONSIBLE VENDOR. CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of a vendor (i.e., prove that its 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 Request for Proposals). Vendor shall provide audited financial statements if requested by CNM.

21. RESPONSIVENESS OF PROPOSALS. Vendors are hereby expressly instructed that all proposals in response to this solicitation shall meet all specifications and requirements of this solicitation.

22. 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.

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

24. STATUS OF VENDOR. The successful vendor 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 successful vendor acknowledges that all sums received under the resultant agreement are personally reportable by him/her/for income, self-employment and other applicable taxes.

25. TAXES. CNM is exempt from Federal excise taxes and from New Mexico gross receipts taxes on materials, except construction materials used by a contractor. Services are not exempt from gross receipts taxes. Taxes, if any, on services must be included as a separate line item and not included in your base price proposed. Applicable taxes are excluded from the evaluation of the proposal.

26. TECHNICALITIES. CNM reserves the right to waive any technical irregularities in the form of the proposal of the highest evaluated vendor which do not alter price, quality or quantity of the services, construction or items of tangible personal property offered.

27. TELEGRAPHIC/FACSIMILE SUBMITTALS. Telegraphic/Facsimile proposal submittals will not be considered. However, proposals may be modified by telegraphic/facsimile notice, provided that the notice is received by the time and date specified for the closing.

28. WITHDRAWAL OF PROPOSALS. Proposals may be withdrawn by written notice, telegram or in person by an vendor or an authorized representative any time prior to the award. Proposals requiring proposal security may result in forfeiture of the security if the proposal is withdrawn following the opening.

29. ALTERNATE PROPOSALS. 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 proposals will be accepted and considered provided they are equal to and meet all specifications of this Request for Proposals 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 proposal is equal. It is the contractor's responsibility to provide, as part of the proposal, descriptive literature and specification information on all alternates offered. If the proposal is not clearly identified as an alternate item, it is understood that the items are offered as specified.

30. AWARDS. CNM reserves the right to make multiple awards of the items, projects and/or sections of this Request for Proposals. Price agreements may be awarded on a unit basis for each individually numbered item to the highest evaluated vendor; or when a group of items have been consolidated for uniformity, it may be necessary to offer on all inclusive items to receive consideration.

31. CONFIDENTIALITY. Any information provided to or developed by the successful vendor in the performance of the resultant agreement shall be kept confidential and shall not be made available to any other individual or organization by the successful vendor without prior written approval of CNM.

32. CONTRACT FOR SERVICES. 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 proposal) shall take precedence, followed by the provisions of the Request for Proposals, and then by the terms of the vendor’s proposal.

33. VENDOR GUARANTEE. The vendor 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 a 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.

34. VENDOR SCHEDULE REQUIRED. The vendor shall include a proposed schedule for completion of work under this Request for Proposals. It should contain an itemized break down of all items and projects, including testing dates if applicable.

35. COST ANALYSIS/BREAKDOWN REQUIRED. A cost analysis or cost breakdown of the offered cost is required to be included with proposal submittals. The cost analysis information may be marked as confidential if it includes information the vendor feels is proprietary to the vendor’s operation. The total offered cost cannot be considered confidential.

36. EMPLOYEE CERTIFICATION. The vendor and all vendor's employees utilized on the work to be performed under this Request for Proposals must have the proper certification(s) and license(s) to comply with State and local requirements connected to this Request for Proposals. The contractor shall use only fully qualified and approved service technicians to perform inspections, service and or repairs under this Request for Proposals.

38. FORCE MAJEURE. 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.

39. INSURANCE REQUIREMENTS. The successful vendor may be required to carry insurance meeting the requirements in the Exhibit labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. The successful vendor 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 Request for Proposals Number must appear on the Certificate of Insurance. Note: The successful vendor shall agree to comply with state laws and rules pertaining to workers’ compensation insurance for its employees. If the successful vendor fails to comply with the Workers’ Compensation Act and applicable rules when required to do so, the resultant contract may be canceled effective immediately.

40. NEW MATERIALS REQUIRED. All materials and equipment delivered and or installed under this Request for Proposals 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 proposal 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.
41. **OWNERSHIP OF MATERIAL.** During the term of the resultant agreement, ownership of all data, material, and documentation originated and prepared by the successful vendor for CNM shall belong exclusively to CNM.

42. **PROPOSAL NEGOTIATION.** Vendors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining best and final offer. Negotiations may be conducted with responsible vendors who submit offers found reasonably likely to be selected for award.

43. **SCHEDULE DELAYS.** If after award, the successful vendor becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule, the vendor 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 vendor responsibility in an otherwise excusable delay.

44. **STATE AND LOCAL ORDINANCES.** The successful vendor shall perform work under the resultant price agreement in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the vendor. Where the drawings and or specifications indicate materials or construction in excess of the code requirements, the drawings and or specifications shall govern. The vendor shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

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

46. **WORKMANSHIP/COOPERATION.** All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The successful vendor will cooperate with CNM and other contractors and coordinate his/her work involving other contractors through CNM’s authorized representative.

47. **SUBMITTALS.** To submit an offer on the goods or services specified, provide a type written proposal responding to the scope of work/services, specifications, and evaluation criteria contained herein. Vendors are to submit responses as required for easy and clear evaluation with information presented in the order it appears herein referencing sections on all attachments. Each original proposal must be signed in ink by an authorized representative; all corrections shall be initialed in ink by person signing the proposal.

   Technical and Cost proposals must be submitted in separate, sealed envelopes. Note, no cost information is to be included in the vendors’ technical proposal. The Technical and Cost proposal envelopes should be submitted together in a single sealed package/envelope.

   Note, if you wish to offer more than one proposal, clearly label each additional offer as an alternate proposal and submit all responses in the same envelope/package as the original proposal.

48. **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.
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 unacceptable 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 equitable 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 in writing within thirty (30) days from the date of receipt of Seller's 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 shall 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 provisions 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 contractors, exclusive of 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 the 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.R. 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 Board Occupational Health and Safety regulations that apply to the work performed under this Invitation. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANYED 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 "Central New Mexico Community College" 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: 52.222-11
* 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 international air travel): 52.247-63
* Restriction on Subcontractor 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)(6)

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 AND EVALUATION CRITERIA

Central New Mexico Community College (CNM), a community college, is requesting proposals for a software solution to provide marketing tools and online registration/student tracking for noncredit programs.

Current Environment:
CNM is the largest community college in the State of New Mexico, providing year-round instruction. CNM has an enrollment of approximately 25,000 students in both the fall and spring semesters and approximately 14,000 students in the summer term. CNM serves its students through the following five instructional locations: Main Campus, Joseph M. Montoya Campus, South Valley Campus, Westside Facility, and Workforce Training Center, as well as through on-line distance learning and hybrid instruction. The college offers associate degrees and certificates in a variety of subject areas. The ERP in use at the college is the SunGardHE product Banner. Modules include General, Student, Financial Aid, Finance, Human Resources, Workflow (not implemented) and Luminis Platinum. Third party integrated products include Astra Schedule (in implementation phase), Evisions FormFusion, Evisions ARGOS, and T2 Systems PowerPark.

SCOPE OF WORK AND SPECIFICATIONS:

Purposes
CNM wishes the provided solution to be geared toward marketing of Workforce Training/Continuing Education/Organizational Learning courses. CNM wishes to provide online registration and payment for individuals who wish to enroll in these courses. During the 2005-2006 fiscal year, there were 600 WTC/CE courses offered, with an enrollment of 4,757 students (numbers for 2006-2007 are not yet available). These numbers do not reflect enrollment for examinations (certifications, licensing, etc.). During 2006-2007 academic year, Organizational Learning offered 126 courses with an enrollment of 2,372 students.

Minimum Requirements
The proposed solution shall include project management/implementation support and phone support. Technical and phone support must be offered at a minimum from Monday through Friday, 8:00 A.M. to 5:00 P.M., Mountain Time. Products/services shall be supported with a minimum one calendar year warranty with the option to renew support on an annual basis. Offerors shall provide service agreement terms and conditions. If more than one level of service agreement is offered, information and pricing for all levels of service agreements shall be provided.

The proposed solution shall work within CNM’s current infrastructure as described in attachment A. The proposed solution cannot require the infrastructure be modified. The solution shall be able to function using TCP/IP in a routed environment with multiple subnets, security levels, and firewalls.

Vendor shall provide training for a minimum 10 to 20 CNM employees. This team will be trained sufficiently to provide ongoing campus training, support, and assistance to additional staff.

Minimum training from vendor shall ensure that CNM’s staff will be able to design and customize the proposed solution after specified training, with or without assistance from vendor.
*** Proposed solution shall be PCI (Payment Card Industry) compliant.

Before CNM makes a final award, the offeror must allow CNM a reasonable period of time for on-site evaluation of the product.

**Highly Desired Features**
The proposed solution should be a hosted (ASP) web based product that does not require hardware or software to be installed at CNM facilities.

Integration with CNM’s installation of SunGardHE Banner Financials module, either real time or automated batch.

*** The ability to upload and download customer demographic data to and from SungardHE Banner Student module.

Integrate with Microsoft Active Directory as deployed in the CNM environment (see attachment A).

**PROPOSAL FORMAT and EVALUATION CRITERIA**
An evaluation committee shall evaluate proposals based on the weighted criteria listed below. Final rankings will be based upon an average tabulation of all individual committee member rankings. Interviews may be conducted with the top Respondent(s) and may include product demonstrations. Information and/or factors gathered during interviews, negotiations, and any reference checks, in addition to the evaluation criteria rankings, may be utilized in the final award decisions. References may or may not be reviewed at the discretion of CNM. CNM reserves the right to contact references other than, or in addition to, those furnished by a Respondent.

Submittals shall completely address each of the following evaluation criteria in the order presented, elaborating on all responses where possible, and shall be limited to 30 single-spaced, single-sided, 8½ x 11 pages (excluding exhibits, samples, or other attachments) in a font no smaller than 10 points. Number each page __ of __ total pages and include your firm’s name. Note: Any cost incurred by the Respondent in preparation, transmittal, or presentation of any proposal or material submitted in response to the RFP shall be borne solely by the Respondent.

**BUSINESS PROFILE CRITERIA (10 POSSIBLE POINTS)**
1. Provide a brief narrative describing the history of your firm.
   Identify:
   - the number of employees in your firm,
   - the organizational structure,
   - the location of staff,
   - the ownership and,
   - if the company has ever filed bankruptcy, been in loan default, or if there are any pending liens, claims, or lawsuits against the firm.

2. Has your firm had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance due to the Respondents non-performance or poor performance or if the issue
of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of their terms for default including the other parties’ name, address, and telephone number. Present the Respondent’s position on the matter.

3. State experience that indicates the qualifications of the Respondent to provide the goods and services requested in this RFP.

4. Provide a list and profile of all clients the Offeror has had during the last three years. List contract reference numbers, contract period of performance, contact persons and telephone numbers. Contracts with other community colleges, universities, and other educational institutions are of specific interest. Please include a sample project plan. The Respondent must grant permission to CNM to contact the references. Do not include CNM as a reference.

5. Is the proposed solution in use and working in higher education institutions similar in size to CNM? Did the Offeror implement those solutions? Please document those implementations.

CAPABILITY AND CAPACITY CRITERIA (50 POSSIBLE POINTS)

General Features
1. The proposed solution should be a web based application requiring no installation of software on the client side. Please explain how the proposed software accomplishes this.

2. ** CNM prefers the proposed solution be provided by an Application Service Provider. Is the proposed solution an ASP?

Functionality
3. The proposed solution should provide for the creation of customized required fields. Please explain how this is accomplished and what, if any, limitations exist.

4. The proposed solution should provide a shared calendar for all Continuing Education events and Contract Training events. Please describe how this is accomplished and provide screen shots.

5. Please describe the mechanism used to market directly to former students/clients based on classes previous take, i.e. a student who has previously taken Microsoft Word might be interested in Microsoft Excel.

6. Can lists/mailing lists be created for students based on student’s employer?
7. Please describe all possible employer information to be stored in the system.
8. Please describe the ways in which employer information can be used (mailing lists, etc).
9. Can statistics be compiled based on what students took who all work for the same employer?
10. What automated notifications are available. (a students certification is due to expire, license due to expire, etc.)?
11. The proposed solution shall have online registration and provide a secure payment option. Please describe in detail how the proposed system accomplishes this.
12. Can course fees allow for discounts based on variables such as early registration?
13. Can course fees be calculated by such variables as student demographic (repeat student, etc.) Please list all possible variables.
14. If a class is full can a student request to be placed on a waiting list?
15. Describe the waiting list process from beginning to end.

16. Does the proposed solution allow a student to provide feedback at the time of registration? (short survey, free form comment, etc.)

17. What curriculum development/curriculum manage tools are provided?

18. Please describe in detail all of the promotional/marketing features of the proposed solution.

19. Does the proposed solution provide for the automated notification to the students regarding the cancellation of classes? If yes, what is/are the method(s) of notification?

20. Does the proposed solution provide for the automated notification to the students regarding the change of time and/or dates of classes? If yes, what is/are the method(s) of notification?

21. Does the proposed solution send an automatic registration confirmation to the student? If yes, what are the methods employed?

22. Does the proposed solution have a mechanism for sending automated registration reminders to student? If yes, please describe.

23. Does the proposed solution have a mechanism for tracking site “hits”? If yes, please describe to what granularity “hits” can be tracked, i.e. home page, course, class, etc.

24. Does the proposed solution provide a faculty database?

25. If the proposed solution provides a faculty database, please describe in detail what data elements are available. (Course history, credentials, etc.).

26. Describe the relationship management/customer management features of the proposed solution.

27. Does the proposed solution allow for the creation of surveys? If yes, can surveys be emailed, with automatic population back to a results database?

28. Does the proposed solution provide a mechanism for building multi-class programs, such as a series of classes required for certification? If yes, please describe the events triggered by completion of a program.

29. Does the proposed solution support multiple “stores” that can be segregated from each other?

30. Is it possible to operate one “store” available to the public through the internet, and operate another “store” available only to an intranet Microsoft domain?

31. What are all the methods available for students to make online payments (credit card, check, etc.)

32. Is it possible to set payment deadlines?

33. What are the possible consequences for missed payment deadlines?

34. Can payment deadlines be set by individual class?

35. Does the proposed solution integrate seamlessly with Sungard Banner financials?

36. If the proposed solution does not integrate with Sungard Banner financials, describe in detail the manual processes you recommend for reconciling financials with Sungard Banner financials.

37. *** Does the proposed solution integrate with TouchNet for credit card processing?

**Reporting**

38. What canned reports are available? Please include samples, including, but not limited to: attendance roster, grade sheets, name tents, LOA’s, timesheets, certificates of completion.

39. Is it possible to create customized reports? What tools are included to create such reports?

40. Is data available for download into other applications. Please describe the format(s) available for downloads.
41. *** Does the proposed solution provide for fiscal reporting by course, program area and total? (daily, monthly, quarterly, terms, seasonal, etc.)
42. Does the proposed solution provide for state allocation reporting? (includes demographic data, type of industry, employer size, etc.)
43. Is state allocation reporting available specifically to meet New Mexico reporting requirements?
44. Describe in detail the reports available for reconciling actual revenues with registration data.
45. Describe how catalog creation is accomplished, both for publication online and in print.
46. Please list and describe all types of publications and publication methods created by the proposed solution.
47. Does the proposed solution produce student transcripts on request?
48. Can a student directly print a transcript from a web request?
49. Describe the registration tracking system (i.e. by fiscal year, by topic, by employer, by zip code, etc.)
50. What types of mailing lists can be produced (USPS labels, email, fax, etc.).
51. Are there reports that can be run indicating students whose certification has expired?

Integration
52. At a high-level, describe what customizations are possible with the system proposed. Provide some examples relevant to a college environment.
53. What training is available to college personnel for custom development?
54. Please detail the protocols and ports required to implement the proposed solution.
55. Describe the level of integration with Microsoft Active Directory.
56. Describe any current integration with SungardHE Banner.
57. Describe any planned integration with SungardHE Banner.
58. Describe any formal relationship between Proposer and SungardHE Banner.
59. *** Describe how student demographic data can be uploaded and downloaded from other electronic sources.
60. What integrations are provided to such distance learning services, such as Ed2Go? Please list all services such learning distance services you provide integration with.
61. Does the proposed solution provide any integration with Blackboard CE 6? If yes, please describe the integrations.

Administration & Maintenance
62. System must be configurable by and can be fully administered by CNM personnel. Explain the access that CNM personnel will have to enable them to perform these tasks.
63. Can system administration be performed remotely over the public Internet? Explain.
64. What is the proposed solutions mean time between failures?
65. What is the proposed solutions availability rating?
66. Are there times when the proposed solution has scheduled down time? If yes, how and when are clients notified of scheduled down time?
67. What measures are taken to insure high system availability?

System Backup and Restore Processes.
68. Describe system backup, restore, and recovery processes.
69. Offeror must provide documentation detailing methods of backup and recovery including backup and recovery examples.

**Technical Reporting**

70. What self-service reports are provided with the system? Describe how a report is generated.
71. Does your system have custom reporting features? Explain.
72. System must provide activity audit logging. Are both successful and failed activities logged? Please describe granularity of information logged and abilities provided to select what is logged.
73. What tools are provided for viewing and analyzing the log files?

**Security**

These items address the access authentication, functional privileges, and information security of the proposed solution. Some of these evaluation criteria apply only to Application Service Providers. Please respond as appropriate.

**User Access Security**

74. *** System should integrate with college’s Microsoft Identity Integration Server/Identity Lifecycle Management (MIIS/ILM) implementation. Banner is used as the authoritative source for the creation of accounts. The data from Banner populates the iPlanet LDAP and the MIIS/ILM Metaverse. The Metaverse is then used by multiple other systems to synchronize usernames and associated account information. Access roles are based on data provided by Banner and stored in the Metaverse. CNM’s MIIS/ILM implementation allows the users to change their passwords in the case they forget their passwords. CNM’s MIIS/ILM system also handles such events as role changes to adjust user role access (student to employee, etc). CNM’s MIIS/ILM system handles terminations as well as account creation. Describe integration and maintenance of the interface(s) to CNM’s custom identity management system.
75. The proposed system should allow proposed solution user roles to be set by individual users and groups as defined in CNM’s Microsoft Active Directory environment. Does the proposed solution accomplish this without modification to the current Active Directory environment? How?
76. The proposed system should use Active Directory or iPlanet user and group objects for security. How are data and applications handled in the proposed solution?
77. How does the system provide access security? Describe granularity in detail.
78. Does the system provide user and group security? Describe.
79. Does the system provide role-based behavior and security? Describe.
80. System must provide the ability to restrict functions by user and group. Explain how system functions can be restricted by user and group?
81. Describe system’s transaction (audit trail) log of all changes, deletions, and additions to the security tables.

82. *** Provide documentation of PCI compliance.

**Physical Security**

83. Describe the access limitations in place for the vendor Data Center.
84. Beyond access to the facility, what physical access limitations are in place for the servers?
85. What alarm systems are in place?
86. Is video surveillance installed?

Environmental Security
87. What controls are in place to prevent fire?
88. What systems are in place to mitigate fire damage?
89. What are considered acceptable temperature and humidity ranges?
90. How are HVAC systems, temperature and humidity monitored?
91. What measures are taken in the case of an unexpected power outage?
92. How is static charge controlled and prevented?

Firewall Security
93. How are incoming data packets inspected?
94. Does the firewall strategy include an IP restriction system allowing only authorized IP addresses access?
95. Describe the levels of encryption used.
96. Is the firewall regularly monitored for suspicious activity?
97. What measures are taken to prevent eavesdropping of data transmissions, both incoming and outgoing?
98. Are there independent audits performed on a regular basis?
99. Can customers request an independent audit?

Data Backup and Restoration
100. Describe the frequency and type of backups performed (full, incremental, etc.).
101. How often is the restoration process tested?
102. Are copies of backups stored off-site?
103. Are copies of backups stored in multiple locations?

Disaster Recovery
104. Is there a written, fully fleshed out disaster recovery plan?
105. Is your disaster recovery plan available for inspection by customers?
106. Is the disaster recovery plan tested on a regular recurring basis? What is the calendar for testing?
107. What is the proven mean time between failures?
108. In case of an outage, is a root cause analysis performed? Are customers notified of the results?

Server Security
109. What is the lag time between the release of OS patches and security updates and the implementation of patches and security updates?
110. What file system is implemented?
111. Describe the password security guidelines (password aging, password length, character requirements, etc.).
112. Does the server configuration allow for redundancy? Please describe.

Compliance
113. The college is required to comply with a number of information security regulations. Explain how proposed solution reinforces the college’s ability to continue to comply with:
   • Family Educational Rights and Privacy Act (FERPA).
   • Health Insurance Portability and Accountability Act of 1996 (HIPAA).
   • The Sarbanes Oxley Act.
   • The Gramm-Leach-Bliley Act of 1999.
   • State of New Mexico and Federal privacy legislation.
   • Section 508 of the Rehabilitation Act Amendments of 1998 and the Americans with Disabilities Act (ADA).
   • List any other regulations with which the proposed solution is compliant.

TRAINING, SUPPORT & SERVICE REQUIREMENTS CRITERIA (30 POSSIBLE POINTS)

Training
1. Describe how your proposed solution would fulfill the requirement to provide a minimum of 10 to 20 CNM employees to be trained on the system before and after implementation. Describe the content and format of the training provided.
2. **Is the training broken down into modules? For instance, the Business Office would only be interested in training concerning the financial, but would have no interest in training for registration or course scheduling.
3. What formal classes are available, either from the Offeror or other parties? Are there computer-based, on-line, or self-study courses? Provide descriptions of class content and supply pricing in the Pricing Section.

Documentation
4. What documentation is provided with your solution? Is it provided in electronic form? Explain how all users will have access to instructions and tutorials on-line and through other documentation. Include samples of applicable training material and/or manuals.
5. Are documentation updates included with new system releases?

Implementation
6. Describe the in-house resources required for implementation. Include staffing and skill level requirements and the FTE required.
7. Describe the implementation timeline.
8. What in-house preparation is required for implementation?
9. What services are available to assist CNM with system Implementation? Please include implementation services in the Economy & Price section.

Support
10. How will you work with CNM staff to customize the software to our needs and goals?
11. Describe the different support levels available with your solution. What hours are covered, and who may make a support request? What is the Offeror response time for each support level? Is it based upon problem severity? Is there a means for tracking and ensuring follow-up and return calls? What is the escalation path for mission critical support calls? Please include costs for each level of support under Economy and Price.

12. Provide a list of support staff along with their qualifying credentials.

13. For each proposed component, specify if subcontractors or business partners will perform support services.

14. List user groups, listservs, conferences, and continuing training opportunities available for your product.

**Service**

15. System implementation will be considered complete only after the system has passed acceptance testing by the CNM. Acceptance tests include testing all requirements reported in the Offeror’s proposal, contract, and published specifications. Provide a list of acceptance tests appropriate for your system.

**Warranties and Maintenance**

16. Provide detail on warranty coverage periods and coverage description for all software, hardware, and other components.

17. Describe the maintenance contract. Will it be provided directly by the Offeror, single third party, or multiple sources?

**ECONOMY & PRICE (10 POSSIBLE POINTS)**

CNM may choose to obtain hardware independent of the successful Offeror. Please provide itemized pricing for any hardware you offer.

1. Provide an itemized cost for all products and services to achieve the objectives of the RFP including all hardware, software, delivery, insurance, travel, training, a minimum of one year warranty and maintenance upgrades, and any other associated cost to provide a fully functional and completely operational turn-key solution. Indicate any pricing for optional components.

2. Include in your itemized costs a section for recurring costs, if any and optional costs for the following:

   a) Annual maintenance fees after the initial year of service (includes any upgrades and patches to the system). Include different levels of service 8:00 A.M. -5:00 P.M. MT, 24/7 service, etc.

   b) Cost of implementation services.

   c) Cost for additional training(s) or seminars offered (above the initial 10 CNM staff) either at CNM or at vendor’s site

3. Describe any additional products or services above the basic services described in the RFP that you can offer.
Current Environment:

CNM is a rapidly growing commuter college with an enrollment of approximately 27,000 students that is primarily focused on quality instruction. As such CNM does not have dormitories, research facilities or sports facilities. CNM is comprised of five major campuses in the Albuquerque metropolitan area: Main Campus (MAIN), Joseph M. Montoya Campus (JMMC), South Valley Campus (SVC), Workforce Training Center (WTC), and the West Side Instructional Facility (WS). Planning is underway to establish additional instructional facilities located at Albuquerque’s Double Eagle Airport Facility, Southwest Albuquerque, and Rio Rancho. Each existing location supports a 100Mbps switched network that is connected to the Main Campus Gigabit backbone. Remote campus connectivity is provided with 100Mbps Fiber via Qwest Metro Optical Ethernet Network. CNM has a 100mbps Ethernet connection to the Internet provided by Time Warner Telecom. CNM also supports the Small Business Development Center (SBDC) which is connected via a point-to-point T-1. CNM has secured the network using internal and external Cisco PIX firewalls as well as the firewall features of our core Cisco switches. The primary network protocol suite supported by CNM is TCP/IP. iSCSI storage protocol is also used on our storage networks. CNM has developed a private and public network, as well as multiple VLANs for security and traffic aggregation purposes. Cisco PIX 515 and FWSMs are used as one layer of CNM’s security posture. All campuses use multiple private sub-netted IP schemes. CNM has the ability to statically assign IP addresses to those devices requiring direct assignment. CNM also has 2 DSL lines providing Internet access, client server access, and email access for individual departments.

CNM has two primary authentication domains, MS Active Directory, and LDAP. Both of these databases are populated from SunGardHE Banner. Password consistency is maintained with APR, an in house application. The Active Directory is serviced by a minimum of two domain controllers and one global catalog server on each campus, with additional servers including root domain controllers on Main Campus. LDAP authentication is provided by a combination of OpenLDAP and Luminis LDAP. Applications are run locally as well as from servers. In addition, there are several Win2K servers providing file, print, database and email services. The Institute runs 2 email systems: Exchange Server 2003 and Luminis, based on the SunONE message server. The desktop operating systems are primarily Microsoft Windows XP. Plans are underway to upgrade to Microsoft Windows Vista. The Sun/Solaris environment supports the Institute’s primary business and academic support application (SunGardHE Banner) as well as the Institute’s primary web support application (SunGardHE Luminis). Luminis includes a Content Management System (CMS) based on Documentum, portal software based on uPortal, and SunONE email and calendar services. The SunGardHE environment uses the Oracle Relational Database Management System and Internet Application Server (IAS). CNM also has existing Intel based Linux systems supporting web, email, and DNS. Currently CNM’s Intel Linux systems run Red Hat Enterprise Linux Advanced Server, versions 2.1 through 4.0. Internal DNS/DHCP services are provided via a Microsoft Active Directory solution. External DNS is provided via BIND.

Hardware Environment:

**Cable Plant**
- CNM is currently in the process of developing a comprehensive Communications Infrastructure Standards Manual based on BiCSi best practices following CSI’s division 27 format. This document will define all future cabling standards for the college.
- Several buildings are scheduled for cable upgrades over the next three years.
- Various generations of UTP cabling provide for both data and voice connectivity.
- Separate cable plants are currently maintained for both voice and data networks.
• In many areas building cable has been upgraded to Category 5 & 5e UTP.
• Inside cable plants range in age from over 15 years to two years old.
• Inside cable plants are comprised of mixed manufacture’s components both within any
given building and institutionally.
• Newer buildings are provisioned for centralized distribution and lend themselves to
structured cabling methodology.
• Older buildings tend toward de-centralized distribution.
• Fiber and bundled copper is utilized for riser cabling and outside plant connectivity.

Network
• The primary vendor of network equipment is Cisco.
• Most network hardware is at least 100Mbps.
• Gigabit connectivity using both fiber and copper is used predominantly in the data centers.
• All primary WAN connectivity is a minimum 100Mbps fiber Ethernet.
• SBDC is connected via a T1 line that is split for both voice and data.
• A Cisco 802.11b/g wireless network was recently deployed that covers about 25% of
CNM’s instructional facilities. The wireless environment is under going continual
expansion with the goal of coverage for all buildings and student gathering spaces.
• The existing Cisco environment is capable of QOS although QOS capability has not been
deployed at this time.

Phone System
• CNM currently supports about 2400 analog and digital phone sets including ARA, Code
Blue and alarms located at all campuses.
• An Avaya G3R v.8 processor housed at the main campus provides central call processing for
all branch locations.
• Avaya EPN units are located at all branches with the exception of WS.
• WS utilizes an Avaya G3S v.7 that is configured to operate as a slave to the main campus
G3R.
• Three additional EPN units are distributed throughout the main campus.
• Point to Point T1 trunks, provided by Qwest Communications, provide connectivity between
the branch campuses and the main campus G3R.
• External connectivity is established via five PRI trunks provided by Qwest Communications.
• The Main Campus G3R Processor is connected to campus EPNs via campus fiber.
• Multi-pair copper bundles provide inter-building connectivity to EPNs.
• Internal building connectivity is provided via inside cable plants dedicated to voice
communications primarily using Category 3 UTP copper cabling.
• Traditional backboard mounted 110 and 66 blocks comprise the typical distribution frame
generally centrally located within each building.
• Avaya Intuity Audix Map/40P r.4.4 provides voice mail, VDN and Auto Attendant
Messaging.
• Main and Branch Campus utilize Definity Call Center Release 8 with the exception of the
Westside Campus which does not have call center capability.
• MicroTel v.2.8 provides call accounting capabilities.
Server Hardware
- There are approximately 200, x86 or Intel based servers that provide file, print, web, and database services.
- SUN servers host the Luminis environment.
- The existing hardware for file and print servers is predominantly Dell and Gateway.
- There are multiple resource domain servers.

Storage
- CNM utilizes a NetApps centralized storage environment. Primary storage requirements are provided by a redundant 980 filer that is backed up by a NS200 filer in a separate building. NS250 filers are installed at each branch campus to support remote server farms.
- CNM is completing the process of migrating all server based storage for its SUN, Microsoft and LINUX platforms to the NetApps storage environment.
- CNM’s storage environment communicates using Ethernet, iSCSI and fiber channel protocols.

Backup & Recovery
- CNM’s primary backup storage device is the NetApps NS200 filer.
- A Spectra Logic tape robotic library is used to archive data directly from the NS200 using Bakbone software. NetVault is also used to facilitate tape archival of server configuration data from the servers.
- DAT and DLT tape devices are also remain in use to support the migration to central storage and to provide custom backups as needed.
- Critical tape archives are rotated to an offsite facility by Iron Mountain.
- The NetApp filers serve as CNM’s primary recovery mechanism. Tapes stored offsite will be used for recovery in the event multiple NetApps devices fail.

Printers
- There are approximately 400 network print devices.
- The existing hardware for printers is predominantly Hewlett Packard.
- Print strategy is based on network printers. Network printers are served from network print servers running Microsoft® Windows™ Server 2003. SunGardHE Banner printers are co-served from Sun Solaris Operating System.

Desktop Workstations
- There are approximately 3,500 workstations.
- The workstations are predominantly Gateway and Dell.
- The minimum configuration is: PIV/1.8 Ghz, 512MB RAM, 40GB hard drive.
- Microsoft® Windows XP operating system is predominantly used.

Firewall
- Cisco PIX 515 Redundant Bundle
- Redundant Cisco FWSMs
- Cisco Works SIMS Management Software
- Cisco Works VMS Management Software
- ACL’s are used in distribution layers.
Software Environment:

Server OS’s:
- Windows 2000 and 2003
- Solaris 9.
- Red Hat Enterprise Linux Advanced Server versions 2.1 through 4.0

Typical Desktop Applications:
- Microsoft® Office 2003
- Communications – Internet Explorer 6, Netscape 7, and Mozilla
- Graphics – Visio 2003, Photoshop 7, Freehand
- Outlook Client
- Web based Email
- Utilities - WinZIP, Adobe Acrobat, Symantec Anti-Virus, SnagIt and Camtasia Studio
- JAVA Run-time 1.5.0.4.2
- Windows Media Player 10, RealPlayer 10, QuickTime 6.52
- All departments use a multitude of desktop-based applications.

Server-Based Applications: Including but not limited to the following:
- SunGardHE Banner
- SunGardHE Luminis
- Oracle Database and IAS (Internet Application Server)
- WebCT
- T2 Parking Management System
- IIS
- SQL Server
- Exchange 2003
- Bakbone Netvault
- Symantec Antivirus
- Diskeeper
- Cisco ACS and VMS
- Apache web server
- Postgres SQL server
- Postfix mail server
- Bind DNS server
- Astra Schedule
- Evisions FormFusion
- Evisions Argos
- Boss Diagwin

Software Distribution Utilities
- Faronics Deep Freeze
- Symantec Ghost Solution Suite
- SMS (under development)

Addressing Scheme
- DNS/DHCP/WINS servers exist on each campus.
- Static DHCP reservations are assigned to servers and printers.
- Dynamic addresses are issued to workstations via DHCP.
- (MAC registration is required by Central IT in order to issue static IP address.)
- Multiple TCP/IP Private CIDR subnets
- Workstation and private server public Internet access is obtained via NAT
- DNS using Microsoft and Linux.

**Authentication**
- For desktop applications a combination of Microsoft and Luminis systems are used for authentication. In the future CNM plans to implement a single LDAP sign on.

**Email**
- Two email and calendar systems are in use: (1) staff and faculty on Exchange and, (2) staff, faculty and students on Luminis. Email and calendar services software are centrally administered and managed using Microsoft Exchange 2

**Internet Environment**
- CNM utilizes a combination of Microsoft Internet Explorer 6.0 or higher, Netscape Navigator or Mozilla for browsing.
- Primary web content is published using SunGardHE Luminis’ CMS (Content Management System) that back ends to an Oracle database.
- Additional web content is published via Planet which uses Apache, and Microsoft® IIS™.
- SunGardHE Luminis also provides portal, email, and calendaring systems.
- CNM’s focus will be to continue evolving and growing its web based applications.
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 meet or exceed 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____________________________________
ITSy, State, Zip______________________________
Phone Number________________ FAX Number_____

Contact Person for Clarification of Bid Response__________________________
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 #_____ 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 hereafter 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____________________________
ITSy/State/Zip_________________________

EXHIBIT A: INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE
The Contractor shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of Insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. The Governing Board of Central New Mexico Community College, Central New Mexico Community College, its agents, servants and employees are held as additional insured.

2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the Owner."

COMPENSATION INSURANCE:
The Contractor shall procure and shall maintain during the life of any resultant agreement Worker's Compensation insurance as required by applicable State law for all of the Contractor's employees to be engaged at the site referred to in this solicitation in case of any such work sublet, the Contractor's Worker's Compensation insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than $500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE:
The Contractor shall maintain insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extension or renewals. The limits effective July 1, 1992 are:

$400,000 per person/$750,000 per occurrence plus $300,000 for medical and $100,000 for property damage for a total maximum liability of $1,150,000 per occurrence.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:
The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-1-1 et. seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

Bodily Injury $750,000. Each Occurrence
Property Damage $100,000. Each Occurrence

SUBCONTRACTOR'S AND SUB-SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:
The Contractor shall either:

(1) Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub-subcontract Public Liability Insurance of the types and amounts specified above or,

(2) Insure the activities of the subcontractors or sub-subcontractors in the Contractor's policy as required under this Article.

GENERAL:
All insurance policies are to be issued by companies authorized to do business under the laws of the state in which the work is to be done and acceptable to Owner.

The Contractor shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies.
EXHIBIT B
SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

1.0 Small Business - An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201

1.a Small Disadvantaged Business - a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and

(1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals and

(2) Whose management of daily operations is controlled by one or more such individuals. The contractor shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act and

(3) Is certified by the SBA as a Small Disadvantaged Business.

1.b Women-Owned Business Concern - A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.

1.c HUBZone Small Business Concern - A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as deter-mined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.

1.d Veteran-Owned Small Business Concern - A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.

1.e Service Disabled Veteran-Owned Small Business - A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101 (2) with a disability that is service connected as defined in 13 U.S.C 101(16).

Company Name: ____________________________________________________ Telephone: ________________________________________________

Street Address: __________________________________________________ County: ____________________________________________

ITSy: ___________________________________________________________ State & Zip: ________________________________________

Is this firm a (please check): [ ] Division [ ] Subsidiary [ ] Affiliated? Primary NAICS Code ________________________________

If an item above is checked, please provide the name and address of the Parent Company below:
___________________________________________________________________________________________________________________________________________

Signature and Title of Individual Completing Form: ____________________________________________________________

Check All Categories That Apply:

[ ] 1. Small Business
[ ] 2. Small Disadvantaged Business (Must be SBA Certified)
[ ] 3. Woman Owned Small Business
[ ] 4. HUBZone Small Business Concern (Must be SBA Certified)
[ ] 5. Veteran Owned Small Business
[ ] 6. Disabled Veteran Owned Small Business
[ ] 7. Historically Black College/University or Minority Institution
[ ] 8. Large Business

Please return this form to:
CNM Community College
Purchasing Department
A Bldg, Room A-128
525 Buena Vista SE
Albuquerque, NM 87106
(505) 224-4546 (voice)
(505) 224-4548 (fax)

NOTE: This certification is valid for a one-year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.

Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA OR 202-205-6618, You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-884-5301 (Rev. 3/8/04)

RFP #P-261 Tuesday, August 5, 2008 Advertise
Copyright CNM-2006. All rights reserved.
Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the
public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: ________________
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: __________________________________________

Relation to Prospective Contractor: __________________________________________

Date Contribution(s) Made: __________________________________________

Amount(s) of Contribution(s)  __________________________________________

Nature of Contribution(s)  __________________________________________

Purpose of Contribution(s)  __________________________________________

(Attach extra pages if necessary)

Signature       Date

Title (Position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Signature       Date

Title (Position)