REQUEST FOR PROPOSALS NO. 274

DUE DATE: Tuesday, September 16, 2008
TIME: 3:00pm

BUYER: (505) 224-4546
TECHNICAL CLARIFICATION:

NUMBER OF RESPONSES REQUIRED: One Original and Five Copies
FREIGHT TERMS: FOB Destination Freight Included
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. Additional or different terms proposed by the vendor are hereby rejected unless mutually agreed upon in writing by CNM and the successful offeror(s). The New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-28 through 13-1-199, NMSA 1978).

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 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.

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>RFP #P- 274</th>
<th>Advertise Tuesday, August 26, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copyright CNM-2006. All rights reserved.</td>
<td></td>
</tr>
<tr>
<td>SECTION A:</td>
<td>Standard Proposal Terms and Conditions</td>
</tr>
<tr>
<td>SECTION B:</td>
<td>Supplementary Proposal Terms and Conditions</td>
</tr>
<tr>
<td>SECTION C:</td>
<td>CNM General Terms and Conditions</td>
</tr>
<tr>
<td>SECTION D:</td>
<td>Scope of Services, Specifications, and Evaluation Criteria</td>
</tr>
<tr>
<td>SECTION E:</td>
<td>Signature of Firm’s Authorized Representative and Debarment/Suspension Status &amp; Non-Collusion Affidavit Form</td>
</tr>
<tr>
<td>EXHIBIT A:</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>EXHIBIT B:</td>
<td>Small And Small Disadvantaged Business Certification</td>
</tr>
<tr>
<td>EXHIBIT C:</td>
<td>Confidentiality Agreement</td>
</tr>
<tr>
<td>EXHIBIT D:</td>
<td>Campaign Contribution Form</td>
</tr>
</tbody>
</table>
SECTION A
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. CHANGES/ALTERATIONS AFTER AWARD. Changes or alterations after the award can only be made if agreed to in writing by CNM.

6. 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.

7. 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.

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

9. WARRANTY. Vendor warrants the goods, materials, supplies or services furnished to be exactly as specified in the order, free from defects in design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by vendor. All applicable UCC warranties, express and implied, are incorporated herein and shall be made a part of any resultant price agreement/contract.

10. 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.

11. 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.

12. INVITATION TERMS PART OF CONTRACT. This Request for Proposals along with its attachments will be considered to be part of the resultant price agreement and or purchase order and is to be incorporated by reference.

13. 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.

14. 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.

15. 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.

16. OSHA REGULATIONS. The successful Vendor 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 Request for Proposals. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS. The successful Vendor 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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). If requested, vendor shall provide audited financial statements if requested by CNM.

25. 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.

26. 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.

27. 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.

28. 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/ her for income, self-employment and other applicable taxes.

29. SUBCONTRACTORS. Any work subcontracted by the successful vendor shall require the prior written approval of the subcontractor by CNM.

30. 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.

31. 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.

32. 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.

33. 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.
SECTION B
SUPPLEMENTARY PROPOSAL TERMS AND CONDITIONS

1. APPROVALS REQUIRED. The resultant agreement shall not be binding on CNM unless approved by the respective vice president, the comptroller and the CNM Board prior to services being rendered.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. DAMAGE AND SECURITY OF CNM PROPERTY. The successful offeror shall be responsible for all damage to persons or property that occurs as a result of his/her fault or negligence, or that of any of his/her employees, agents and or subcontractors. He/she shall save and keep harmless CNM against all loss, cost, damage, claims, expense or liability in connection with the performance of the resultant price agreement. Any equipment or facilities damaged by the successful vendor's operations shall be repaired and or restored to their original condition at the vendor's expense, including but not limited to cleaning and painting. The successful vendor shall be responsible for security of all his/her equipment and for the protection of work done under the resultant price agreement until final acceptance of the work.

9. 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, Central New Mexico Community College, 901 Buena Vista SE, Albuquerque, NM 87106, unless otherwise specified.

10. 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 vendor of his/her contractual obligations. However, failure to notify CNM promptly will be a basis for determining vendor responsibility in an otherwise excusable delay.

11. DISRUPTION OF NORMAL ACTIVITY. All work shall be performed so as not to interfere with normal CNM activities. When it is necessary to disrupt normal activities, the schedule of work and the areas to be affected must be approved by CNM's authorized representative prior to commencement of the work.

12. 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.

13. EQUIPMENT REQUIRED. The vendor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Request for Proposals except as otherwise noted in the Specifications.

14. FINANCIAL STATEMENTS REQUIRED. If requested, all vendors are required to submit with their proposal their most recent audited Financial Statements.

15. 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.

16. INSURANCE REQUIREMENTS. The successful vendor is 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.

17. LICENSES/PERMITS/EASEMENTS. The successful vendor shall be responsible for obtaining, at his/her expense, all easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the work under this Request for Proposals.

18. REFERENCES REQUIRED. Vendor must furnish the minimum number of reference requested herein. Failure to submit the information may result in your proposal being considered non-responsive. Vendor, by furnishing these references, agrees to allow CNM to contact any person or organization listed, and to utilize information obtained in the evaluation of the offer.
39. **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.

40. **SITE FAMILIARITY.** The vendor shall be responsible for thoroughly inspecting the site and work to be done prior to submitting a proposal. The vendor 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 vendor to be fully informed regarding the requirements of this Request for Proposals will not constitute grounds for any claim, demand for adjustment or the withdrawal of a proposal after the opening.

41. **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.

42. **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.

43. **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.

44. **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.

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.

50. **TERMINATION.** Termination for cause. If the contractor, for any cause, fails or omits to carry out the work in an acceptable manner, CNM may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Contractor shall be required to take corrective measures within such time. Contractor's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject the Agreement to immediate termination by CNM. In the event of a for-cause termination, CNM shall terminate the Agreement by delivering to the Contractor a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon delivery of such notice, Contractor shall have the right to receive payment for services performed prior to termination date, including reimbursement then due.

Termination for convenience of CNM. On fifteen (15) business days written notice to Contractor, CNM may terminate the Agreement in whole or in part for its own convenience in the absence of any default by Contractor. In the event of a no-cause termination, CNM shall terminate the Agreement by delivering to Contractor notice of termination without cause specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the fifteenth (15) business day after delivery of the notice. Within ten (10) calendar days of the effective date of termination, Contractor shall deliver to CNM all documents and any other materials developed under the Agreement. Upon delivery of such notice, the Contractor shall have the right to receive payment for services performed to termination date, including reimbursement then due.

51. **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.
SECTION 1.

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 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 in writing 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 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 attorney's 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 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 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 "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 52.222-1
* Contract Work Hours and Safety Standards Act-Overtime Comp. 52.222-4
* Equal Employment Opportunity 52.222-26
* Federal Acquisition Regulations 52.222-31
* * * Government of Labor Disputes 52.222-1
* Preference for U.S. Flag Air Carriers (For internal air travel) 52.227-63
* 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) 52.249-1(a)(1)

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.
RFP P-274 Lobbying Services

SECTION D: SCOPE OF WORK, SPECIFICATIONS & EVALUATION CRITERIA

SCOPE OF WORK- Basic Services

Central New Mexico Community College is requesting proposals from qualified offerors registered with the State of New Mexico for lobbying services on an as needed basis. The successful lobbying consultant shall provide year round assistance with all aspects of the process of securing state level funding; including, but not limited to, instruction and general, financial aid, capital outlay and any other funding deemed by the Institute to be in its best interest. The consultant will also be required to review and understand any and all legislation which may have an impact on the Institute and assist the Institute with development and implementation of appropriate strategies to deal with such legislation. The consultant may be called upon to assist with the development, introduction and passage of legislation deemed to be in the best interest of the Institute. Services shall include but not be limited to the following:

- Monitor legislative interim committee agendas and notify the president or president’s designee of any agenda items that may impact CNM
- Work with legislative staff to provide opportunities for the president or the president’s designee to make presentations to legislative interim committees when deemed beneficial by the president
- Facilitate opportunities for the president to meet with individual legislators throughout the year to cultivate relationships and to provide opportunities for the president to discuss various CNM legislative requests
- Assist in the coordination of CNM Day at the Legislature and other events in which there will be legislator participation

The consultant will be responsible for understanding and communicating the needs and priorities of the Institute to the executive branch of state government including, but not limited to, Department of Finance and Administration and State Budget Division; and to the legislative branch of state government, including, but not limited to, Legislators, legislative committees, analysts and staffs. In addition, the consultant will be required to communicate the needs and priorities of the Institute to any other state agencies deemed necessary including, but not limited to, the New Mexico Higher Education Department and the State Department of Education. The consultant will convey the opinions and positions of any and all of these agencies and individuals to the administration of the Institute.

Respondent will prepare a written Plan of Action for accomplishing the above requirements and to satisfying the first criterion of the “evaluation of proposal”. The plan will include activities in advance of, during and subsequent to the legislative session. In addition to serving as part of the response, it will be considered the model for a Plan of Action for each year during the term of the contract. In addition to the Plan of Action, the consultant will provide a written report of all activities and results for each legislative session during the term of the contract.

Term:
The term of any contract issued as a result of this proposal will be in effect for a period of one (1) year from the date of contract award. Contingent upon funding and mutual agreement of the parties, the contract may then be extended for a maximum of three (3) additional one year terms.

Taxes:
CNM holds a Class 9 Tax Exemption Certificate which does not apply to professional services. Consultant will be responsible for payment of New Mexico Gross Receipts Tax and any other taxes due as a result of this contract. Tax rates will fluctuate as determined by law and will be paid to the consultant by CNM. All invoices will state the applicable fee or rate and the current tax percentage with a grand total clearly set forth. Billing will be directly traceable to the fee quoted.
Local Travel:
Travel within the Institute’s District will not be reimbursed. Out-of-district automobile travel, specifically requested by CNM, will be reimbursed at the rate in effect for CNM employees (currently 32 cents per mile). Consultant must provide his/her own transportation to carry out general activity associated with the scope of the work.

Per Diem:
Per diem, if applicable, will be based on regular CNM rates. Air fares, seminar fees and related expenses when travel or attendance is required by CNM, will be reimbursed at actual cost or paid in full, in accordance with CNM Travel Policies and Procedures, Section IS-2512.

Consideration:
Consultant will act on CNM’s behalf as agreed pursuant to the response and negotiations and shall be required to represent CNM’s best interest at all times. Consultant shall promise to perform lobbying services solely and exclusively for CNM, unless otherwise agreed upon in writing by CNM, concerning all educational issues, matters and interests, including but not limited to K-12 and Higher Education for public and/or private institutions and organizations within the State of New Mexico during the term of the agreement.

PROPOSAL FORMAT:
Proposal submittals are limited to twenty five (25) single spaced single sided 8 1/2 x 11 pages less exhibits. Submittals received in excess of this page limitation may be deemed non-responsive. Arrange your proposal response in accordance with the following Program Requirements, Services, Program Evaluation, and Budget sections.

Offerors' 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 the 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 the 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 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.

PROPOSAL EVALUATION:
Proposals shall be reviewed and evaluated in accordance with the evaluation criteria established below. 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). 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.

NOTE: Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

EVALUATION CRITERIA:

Plan of Action Criteria: 25 Possible Points
The response to this request for proposal will be evaluated on the quality of the preliminary plan for accomplishing the scope of work. The preliminary plan should include meetings, research projects, and any other activities which the prospective consultant believes will be necessary to achieve success. Consultants are urged to provide for every contingency related to the required services.

Experience and References Criteria: 50 Possible Points
The response will be evaluated on the experience and references of the prospective consultant. Respondents may list as many references as desired; however, respondents must include the names and addresses with a contact person’s name and telephone number of a minimum of three organizations for whom the respondents have provided lobbying services in the past. Preference will be given for demonstrated successful lobbying experience. Additional preference will be given to respondents with experience with lobbying issues related to higher education institutions in the State of New Mexico, knowledge of higher education funding formulas, and an understanding of the role of the New Mexico Higher Education Department. Experience working with the New Mexico Higher Education Department (HED), experience working with Higher Education issues, experience working with two-year institutions, experience working with two-year institutions and specific accomplishments. Lobbying on higher education in New Mexico is preferred.

**Economy and Price Criteria: 25 Possible Points**

The response will be evaluated on the contract price. The offeror shall include separate lump sum annual rate contract prices for 30-day and 60-day Legislative sessions. Price shall include all services described in the Scope of Work-Basic Services and include all Special Sessions that may occur in which services may be required. New Mexico Gross Receipts taxes shall be listed as a separate line item.

**Optional:**
Hourly rate Lobbying Consultant Special Services
CNM may wish to have the successful offeror conduct additional services outside the Basic Services described scope of work. CNM would request a not to exceed price for services based upon the consultants hourly rate(s).

| Total Possible Points | 100 Possible Points |
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 for Proposal, 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 offer. The undersigned, being duly authorized to sign documents and act on behalf of the contractor in an official capacity, certifies that the items and/or services offered on this Invitation for Proposal meets or exceeds all specifications, terms and conditions as described in this Invitation for Proposal 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_________________________________________________________________

City, State, Zip__________________________________________________________

Phone Number_________________________ FAX Number________________________

Contact Person for Clarification of RFP Response______________________________

NM Tax ID_______________________ Federal Tax ID_____________________________

Applicable NM License/Registration Numbers________________________________

Specify Number(s) and Date(s) # date # 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/proposal (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/proposal 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/proposal.

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 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 determined 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: ___________________________

City: ____________________________ 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 817-684-5301. (Rev. 3/8/04)

RFP #P-274 , Advertise Tuesday, August 26, 2008
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Thank you for your cooperation.
This is an Agreement between Central New Mexico Community College (“CNM”) and [Contractor/Vendor name] (“Contractor”) concerning the confidentiality and nondisclosure of information relating to CNM, its students and employees. References in this Agreement to “CNM” mean CNM together with its students and employees.

WITNESSETH:

WHEREAS, Contractor has contracted with CNM to provide _______________________ services, as described in Request for Proposal(s) No. _____ and related documents (the “Contract”), the terms and conditions of which Contract are incorporated herein by reference; and

WHEREAS, Contractor acknowledges and recognizes that in performing the Contract it may have access to data and information contained within or about CNM’s resources and systems; and

WHEREAS, Contractor acknowledges and recognizes that in performing the Contract it may have access to sensitive and/or proprietary and/or nonpublic data and information which is or may be subject to state and/or federal laws and regulations, including but not limited to privacy laws and regulations, which must be kept confidential pursuant to those laws and/or regulations; and

WHEREAS, Contractor recognizes that CNM has a compelling need to maintain confidentiality and prohibit disclosure of data and information contained within CNM’s resources and systems, and further recognizes that its Contract with CNM places Contractor in a position of special trust and confidence with respect to data and information concerning CNM and its operations; and

WHEREAS, Contractor recognizes and acknowledges that a breach of this Agreement would cause substantial, grave and irreparable harm to CNM and its interests; and

WHEREAS, Contractor agrees to the terms and conditions set forth below.

NOW, THEREFORE, for the reasons stated above, Contractor, as a precondition to its Contract with CNM and in partial consideration thereof, agrees and covenants with CNM as follows:
1. Contractor agrees to perform services under the Contract pursuant to any and all privacy and confidentiality requirements contained in state and federal laws and regulations applicable to CNM, as well as those state and federal laws and regulations applicable to Contractor.

2. Contractor agrees that it will keep in strictest confidence all CNM data and information to which it may have access in performing its duties under the Contract, in computerized form or otherwise, and that neither it nor anyone operating on its behalf will disclose or use, in any manner, CNM data and information, except to the extent necessary to carry out the Scope of Work in the Contract. No other use of the data and information by Contractor is permissible.

3. Contractor agrees to indemnify and hold harmless CNM from any and all liability, injury and damages resulting or arising from any intentional or unintentional disclosure of data and/or information stored on or contained within CNM resources and systems by Contractor, its agents and representatives.

4. Contractor agrees and acknowledges that at all times during the Contract it is operating and shall operate as an independent contractor and not as an agent or employee of CNM.

5. Contractor agrees that information contained within CNM resources and systems shall be accessed, if at all, only as may be necessary to carry out the Contract. Contractor agrees to reasonably limit access to information contained within CNM resources and systems to those among its employees, officers or directors for whom disclosure is necessary to further the purpose of the Contract.

6. Contractor agrees that, upon the termination or conclusion of the Contract, it will deliver promptly to CNM all data, information, documentary and other materials relating to CNM, and any and all copies of electronic records thereof, within its custody or control or within
the custody or control of its agents or representatives, that it or anyone operating on its behalf
created, produced or obtained in the course of Contractor’s Contract with CNM.

7. Contractor agrees that if any person or entity requests, subpoenas, or otherwise
attempts to obtain any data, information or material relating to CNM within Contractor’s custody
or control, or within the custody or control of anyone operating on its behalf, it will notify CNM
immediately and will cooperate fully in any legal action by CNM seeking protection against
disclosure of such data, information or material.

8. If Contractor knows or has reason to believe that there has been an improper use
or any disclosure of CNM’s data or information, Contractor shall orally notify CNM as soon as
practicable and shall send written notice within five (5) business days of discovery. Such
notification shall set forth in detail the known or suspected use or disclosure.

9. Contractor acknowledges and agrees that if it breaches this Agreement, CNM, in
addition to terminating the Contract and taking other action available to it, may obtain
preliminary and permanent court injunctions to stop the breach, and may also sue to recover
from Contractor an amount equal to the damages caused by the breach and the revenues
Contractor or anyone operating on its behalf derived from the breach, together with all costs and
expenses, including attorneys’ fees, incurred by CNM in taking such actions.

10. Contractor agrees that the terms of this Confidentiality Agreement will survive
the expiration or termination of the Contract.

11. This Agreement and obligations hereunder shall be binding on the
representatives, assigns, and successors of the Contractor and shall inure to the benefit of the
assigns and successors of CNM.

12. If any of the provisions of this Agreement are not enforceable, in whole or in part,
the remaining provisions set forth in this Agreement shall nonetheless remain in full force and
effect.
13. This Agreement constitutes the entire understanding of the parties about the subject matter hereof and may not be amended or modified except in writing signed by each of the parties to the Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Confidentiality Agreement to be executed by their duly authorized representatives.

Central New Mexico Community College  [Contractor/Vendor Name]

By______________________________  By______________________________
Title_____________________________  Title_____________________________
Date_____________________________  Date_____________________________
Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

THIS FORM 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 either 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.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.
"Prospective contractor" means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(The above fields are unlimited in size)

____________________  ________________
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)