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

REQUEST FOR PROPOSALS NO.: P-288  
TITLE: Waste Collection and Collection of Recyclable Material and Recycling Program

DUE DATE: Wednesday, January 27, 2010  
TIME: 3:00 PM local time (MST)

BUYER: Greg Van Wart  
E-mail address: gvanwart@cnm.edu  
Ph: 505-224-4545  
Fax: 505-224-4548

A pre-proposal meeting will be held on Wednesday, January 6, 2010 at 3:00PM at the CNM Physical Plant Conference Room located at 901 Buena Vista, Albuquerque NM 87106

NUMBER OF RESPONSES REQUIRED: One (1)  
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 agreed to in writing by both parties. The New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-28 through 13-1-199, NM SA 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.

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RFP #P-288, Advertised, December 20, 2009  
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SECTION A: STANDARD PROPOSAL TERMS AND CONDITIONS FOR RFP #P-XXX

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

16. 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.

17. 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.

18. 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.

19. 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.

CNM reserves the right to make multiple awards of the items, projects and/or sections of this Request for Proposals. Price agreements shall be interpreted and governed by the Laws of the State of New Mexico.

The Vendor agrees to furnish CNM its needs or requirements for services described herein.

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.

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.

No 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.

General terms and conditions. CNM’s General Terms and Conditions are an equal and integral part of this Request for Proposals.

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

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.

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.

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.

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.

Changes/alterations after award. Changes or alterations after the award can only be made if agreed to in writing by CNM.

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.

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.

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.

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.

General terms and conditions. CNM’s General Terms and Conditions are an equal and integral part of this Request for Proposals.

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.

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.

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.

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.

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.

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.
20. **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.

21. **POSSIBLE 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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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). The vendor shall provide audited financial statements if requested by CNM.

27. **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.

28. **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.

29. **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.

30. **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.

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

32. **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.

33. **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.

34. **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.

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

36. **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 FOR RFP #P-XXX

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. INSPECTIONS. The successful vendor shall be responsible for securing at his/her expense, all required inspections to comply with Federal, State, and or local regulations governing the work performed under this Request for Proposals. CNM will inspect all work done under this Request for Proposals to verify compliance with specifications contained herein. The successful vendor shall call for all required inspections and have a representative present at all inspections.

12. LICENSES AND/OR PERMITS. The successful vendor shall be responsible for obtaining, at his/her expense, all licenses and/or permits required to perform the work under this Request for Proposals.

13. 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.

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

15. 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.

16. 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. Discussions may be conducted with responsible vendors who submit offers found reasonably likely to be selected for award.

17. 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.

18. 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.

19. **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 a Vendor to condition the proposal response, unsolicited samples or descriptive literature shall be submitted at the Vendor’s risk.

20. **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.

21. **SUBMITTALS.** To submit an offer on the goods or services specified, provide a typed 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.

22. **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.
Central New Mexico Community College

GENERAL TERMS AND CONDITIONS

SECTION C.

1. Inspection and Audit. 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 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.

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

3. Acceptance and Rejection. If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified or, if CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at CNM’s option. Seller shall reimburse CNM for all incidental and consequential costs related to unaccepted materials, supplies or service. No warranty of merchantability or fitness for a particular purpose shall be deemed to exist.

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 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 claim for change shall be recognized without written approval of CNM. 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 of such termination, may, for convenience in whole or in part, at any time, terminate this order. CNM shall pay Seller as full compensation for performance up to 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 not exceed the total order price. Such amount will be limited to Seller’s actual cost and may not include anticipated profits.

7. Affirmative Action. Seller 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. Seller agrees to: a) adhere to the principles set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for handicapped persons, minority group persons and women; b) take affirmative steps to hire and promote women and minority group persons at all job levels in all aspects of employment; c) communicate this policy in both English and Spanish to all persons concerned with the company, with outside recruiting services, and the minority community at large; d) provide CNM with a breakdown of labor force by ethnic group, sex, and job category; and e) discuss with CNM its policies and practices relating to its affirmative action program.

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 this 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 on account of 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 work.

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 of 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 13-1-8 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, NM SA 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 "Albuquerque CNM" and the "Director of Purchasing," respectively.

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

- Anti-kickback Procedures: §2.203-7
- Buy American Act and Balance of Payments Program §2.225-7001
- Contract Work Hours and Safety Standards Act §52.222-4
- Equal Employment Opportunity §52.222-26
- Integrity of Unit Prices §52.215-56(a)(b)
- Notice to the Government of Labor Disputes §52.222-1
- Preference for U.S. Flag Air Carriers (For internal air travel) §52.247-63
- Restriction on 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)(f)

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

* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.
SECTION D: SCOPE OF SERVICES, SPECIFICATIONS AND EVALUATION CRITERIA FOR RFP #P-288

Scope of Work for Waste Collection and Collection of Recyclable Materials and Recycling Program

Locations:
Main Campus – 525 Buena Vista SE
Westside Facility – 10549 Universe Blvd. NW
Rio Rancho Campus – Sandoval County
South Valley Campus 5816 Isleta Blvd
Work Force Training Center
J MMC Campus 4100 Morris NE
Candelaria Training Annex
Alameda Business Center 4800/4700 Alameda Blvd

General Intent/ Scope of Work:

Central New Mexico Community College, herein referred to as CNM seeks proposals from qualified, experienced firms with the expertise and resources to provide a comprehensive waste collection and recycling program to CNM. The contract period resulting from this RFP shall be for one year with the option to renew in accordance with NMSA 13-1-150 CNM reserves the option to renew the resultant agreement, contingent upon fiscal funding, as provided for within Section 13-1-150 NMSA 1978, if such renewal is found to be in the best interests of CNM. Renewal options will be exercised in increments of one-year terms unless otherwise agreed to by both parties.

CNM designated recyclables shall be:
1. Metal
2. Aluminum beverage cans
3. Tin cans/ Bi metallic can
4. Glass (all colors)
5. Plastic beverage containers
6. Corrugated Cardboard
7. Paper
8. Magazines
9. Organic material, weeds grass clippings, leaves, branches

CNM as part of this contract intends to furnish buildings with recycling collection containers. Aluminum, glass (all colors), tin, and plastics (including PET/HDPE) will be comingled in one recycling container and paper, magazines, newspaper will be comingled in the other container. Cardboard will be collected separately. A designated location at each campus will be set aside to store cardboard and organic material. The Vendor will assist CNM in determining the location of the recycling containers in each building. CNM will remove the waste and recyclable material from the buildings and take to Vendor furnished containers or bins in designated locations throughout each campus. Waste collection will also be taken to various areas across campus and the Vendor will be required to dispose of the waste to the appropriate landfill.

This RFP shall be broken in two phases.

Phase I:
Currently CNM has three agencies collecting waste for CNM. They include Waste Management, RoadRunner, and the City of Albuquerque. CNM intends to consolidate all the waste collection and recycling to one vendor to collect and gather the information required to ensure the 20% diversion rate is met. CNM also has a small recycling program already in place and the vendor will need to evaluate the program and include the current program into the proposed collection method to consolidate resources for CNM. Vendor will also be required to work with student organizations to help promote recycling on campus.

Vendor shall furnish a proposal to evaluate the campus waste stream of each of CNM buildings to identify a process, system and/or method for collection, transport, sorting and recycling of campus waste. The Vendor will calculate the amount that CNM can recycle and the amount of non recyclable waste and propose a plan that will
address how collection at all campuses will be handled. The Vendor will also develop an education plan as part of this evaluation to educate CNM on the importance of recycling to ensure that recyclable materials are being separated correctly. The proposal shall include overall campus recycle program and individual department programs specific to schools and departments. All Campus locations will be evaluated and the Vendor generate a report will be separated by each campus. CNM seeks to reduce our landfill diversion rate immediately by 20% with a long term goal of reducing the amounts even further each year.

The vendor will be asked to provide a written plan that reviews the current system, and provide a method or models for collection, models of transport, sorting and recycling for CNM to review and consider. Paper shredding will also need to be reviewed in terms of confidential information that will need to be considered. The plan will include a program information sheet explaining the program method of collection and the vendor shall prepare an established schedule for collection reviewing current practices and proposed times that align with the CNM operating schedules.

This phase of the project will also include a plan to educate and inform the CNM community about recycling efforts. The plan must include how the vendor informs students, staff and visitors about recycling effort to help change behavior and improve the environment. This plan will also consider any incentive program to motivate and encourage recycling.

The vendor will be required to perform the following tasks for this portion of the contract:

- Identify, coordinate and staff CNM community events at which recycling may have a presence.
- Coordinate production of material with CNM graphic designers web coordinator and CNM Communication office.
- Develop a web site that links to CNM home page explaining waste information regarding CNM.
- Attend Sustainability team meetings to communicate educational efforts and progress.
- Monitor record and create monthly reports on web traffic for Physical Plant use.
- Assist in the implementation of CNM promotional activities and events.
- Provide Marketing materials throughout campus to educate students on activities regarding waste.
- Assist CNM in obtaining any grants or state funding.
- Development of news releases regarding the recycling program for the Media and CNM use.
- Work with Student Organizations to educate them on the recycling efforts.

Phase II

The second part of this phase will be for the vendor to furnish a proposal to cover all labor, equipment, supplies, materials, collection bins, recycling bins, educational materials and transportation to a recycling or landfill center and to transport all recycled and non-recycled material. Attention is called to the fact that the quantity and tonnage of recyclable and non-recyclable material to be collected will vary during the life of the contract period. Regardless of quantity the vendor will be obligated to meet all conditions of the RFP.

Waste and recyclable quantities estimates shall be the responsibility of the vendor. CNM estimates that it collects approximately 14,000 tons of garbage and recycling each year.

The second phase of this RFP will be broken in two sections, Waste collection, Delivery and Disposal and Recyclable Materials collection Processing and Marketing.

Waste Collection, Delivery and Disposal

- The work to be done under this portion of the contract shall include the total collection, delivery and disposal of waste according to such rules as may be issued by the City of Albuquerque, City of Rio Rancho, Sandoval County, Bernalillo County and State of New Mexico. Attention is brought to the fact that the tonnage of waste will vary throughout the year, regardless of quantity the Vendor will be required to dispose of material as part of the contract.
- The work includes the furnishing of all labor and the providing and maintenance of a sufficient number of self-propelled packer type vehicles and all other equipment required for the prompt and efficient collection and removal of waste accumulated by the institution at each campus location.
- Installation of bins throughout the campus for the collection of waste. Collection bins will be painted CNM blue by the Vendor and be properly maintained in a presentable, safe and workable condition by repairing and or replacing containers as necessary at no additional cost to CNM.
- Installation of trash compactors at each campus to compact waste to cut down on the number of vehicle trips. The Vendor will work with CNM to determine the best locations and will provide all equipment. The
compactors will also be required to be painted CNM blue and the Vendor will work with CNM facilities to enclose the areas to avoid unauthorized dumping.

- Quantities of bins may change due to new construction and events. Adjustments to increase or decrease the number of bins shall be the responsibility of the Vendor at the request of CNM at no additional charge.
- Vendor shall grant CNM the right to place decals on any collection bins or containers that promote recycling program, identify safety and restricted activities.
- The Vendor shall utilize a facility that is operated in such a manner as to comply with local, State and Federal Requirements for waste disposal. Vendor will be required to provide CNM with copies of the disposal slips with each invoice and CNM has the right to audit at any time.
- Vendor shall be responsible that all practices, material and equipment shall comply with the Federal Occupational Safety and Health Act as well as any pertinent Federal, State and or local safety or Environmental Codes.
- The Vendor has total responsibility of waste collection, delivery and disposal and shall bear all costs incurred regardless of cause.
- Hazardous waste collection will not be included in this RFP and is handled through another vendor.
- The Vendor shall maintain a local telephone line, and web site. The Vendor shall have a clerk or answering machine to receive instructions from CNM and to receive and process inquires for the CNM community within working hours for the term of the contract.
- The Vendor shall have on duty on all collection days at least one qualified supervisor to be in the field when the collection is being carried out, having for his/her use a two way radio so as to ensure a courteous, prompt and efficient method for dealing with request for service or missed collections made by CNM.
- The Vendor will be required to record all inquires and complaints received on a form approved by CNM and supplied by the Vendor and the form will be summarized on a monthly basis by the Vendor and delivered to CNM on a monthly basis or more frequent if requested by CNM.
- Vendor shall perform all work in such a manner as not to create a nuisance. Waste spilled or scattered on the sidewalks, gutters, parking lots and roadways during collection shall be immediately cleaned up by the Vendor.
- The Vendor shall provide bulk item collection services on an as needed basis. Items may include refrigerators, furniture, tires, etc. The Vendor shall provide this service within three days of notice by CNM to have the bulky items collected.

**Recyclable Materials Collection Processing and Marketing**

- CNM will provide the users within the CNM facilities with two types of recycle trash cans. One for cominged Aluminum, Glass, Tin and Plastics and one for paper, magazines and cardboard. CNM will collect the recycled material from the facilities and place the materials in vendor furnished recycling containers for both cominged materials located throughout the campus. The vendor furnished recycling containers will be painted CNM blue and shall have the CNM green logo placed on the containers.
- Vendor shall transport collected materials to a facility that is capable of sorting separating and effectively removing contaminants from each category for proper recycling or diversion from the landfill. Vendor will be required to provide proof that the items are being recycled in a manner that is appropriate. The facility must be operated in such a manner to comply with local, State, and federal requirements. The facility shall be capable of accepting the listed recycling material and processing them to the degree necessary to be marketable.
- The Vendor shall adequately clean up any material spilled or blown during the course of collection and or transportation operations. All collection vehicles shall be equipped with at least one broom, one shovel for use in cleaning up material spillage. The Vendor shall have no responsibility to remove or clean up any unacceptable items which have been handled due to insufficient material preparation by the users.
- CNM shall retain exclusive rights to report and receive any appropriate credit for all recyclable materials collected from the campuses in order to report diversion requirements.
- The Vendor shall establish a procedure for receiving and responding to all complaints of missed pickups, using the telephone line designated in the above.
- Vendor shall supply collection of vehicles for the sole purpose of collecting recyclables which are capable of transporting the recyclables in a condition to maximize marketability.
- Changes in collection schedule for recyclables shall be approved by CNM in Writing and notification of schedule change by written notice to CNM community is the responsibility of the Vendor through their web site.
The Vendor shall be required to conduct certain publicity and education efforts to encourage the maximum level of participation in recycling diversion/reduction. At minimum the following publicity and education components are required of the Vendor.

- A vendor spokesperson shall be available for CNM scheduled interviews with the Press.
- Development of news releases regarding the recycle program for the media.
- Prepare, print and distribute program information sheets explaining the recycle program method of collection, recyclables preparation and program schedule for collection.
- Data showing the diversion rate and areas that CNM will need to work on to continue the effort.
- At least four (4) forum type meetings to educate various CNM staff and students on the recycling.

The Vendor shall be responsible for conducting certain publicity and education efforts to encourage the maximum level of participation in recycling diversion/reduction. At minimum the following publicity and education components as noted above are required of the Vendor.

**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 Offeror(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, and/or in addition to, those furnished by an Offeror.

Proposal 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 thirty (30) single spaced, single sided, 8 1/2 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 Offeror in preparation transmittal, presentation of any proposal or material submitted in response to the RFP shall be borne solely by the Offeror.

**Capacity, Capability, Knowledge, and Background: 10 Points Possible**

**Minimum Standards**

- Provide a demonstrated ability and equipment to complete the scope of work described herein.
- Provide information that notes you are able to perform the services within New Mexico.
- Provide information that supports your firm’s ability to provide this service at all CNM campus locations.

a) Describe the proposed project staffing/organization and internal controls to be used during the course of the project.

b) State the name, title or position, telephone and fax number, and e-mail address of the individual who would have primary responsibility for the potential project resulting from this RFP.

c) Identify names, responsibilities and qualifications of staff who will be assigned to the project. Provide resumes for each of the named staff, which includes information and qualifications on the individual’s particular skills related to this project, education, experience, and success in similar programs, significant accomplishments. Provide examples of educational material that you use to help divert waste stream and recycling, and any other pertinent information. The Offeror must make a commitment that the staff identified in its proposal will actually perform the assigned work. Any staff substitutions must have prior written approval of CNM.

d) Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level management.
e) Provide a brief narrative describing the history of your firm. Identify the number of employees in your firm, 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.

f) Describe if your firm has had a contract terminated for default in the last five (5) years. Termination for default is defined as notice to stop performance due to the Offeror’s 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 Offeror’s position on the matter. CNM will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Offeror in the past five (5) years.

g) Identify and provide a brief synopsis regarding the nature and status of any pending liens, claims or lawsuits against the firm.

Proposed Implementation Plan: 40 Points Possible

a) The proposal must contain all work or project requirements necessary to accomplish the scope of work as defined in this RFP for each phase. Offeror shall detail a proposed plan to provide clarity and coherence of the overall approach to maximize the waste collection, collection of recyclable materials and recycling program. Include a complete description of the proposed approach and methodology for the project, all project requirements, and the tasks required to accomplish the project. Include realistic timelines. The plan must be in sufficient detail to convey to the evaluation committee the Offeror’s knowledge of the subjects and skills necessary for the project as described in the Scope of Work.

Describe in detail the overall plan and schedule to provide CNM with a comprehensive waste program. Your firms proposal shall include at a minimum:

- Description of the method for sorting and transporting for the purpose of recycling all CNM waste and recycling
- Describe containers to be used for the collection of the each category.
- Describe how your firm will handle all recycling
- Describe standard Pick Up Days
- Describe your firms on site collection and sorting facility
- Programs offered to offset CNM expense of collection
- How your firm will enable CNM to meet the 20% diversion requirement and a timeline to reach 50% diversion rate

b) Outline your approach to this project, using a bulleted format or a flow chart to provide an “at-a-glance” look at your strategy. Indicate how your firm will perform the proposed services identified in this RFP, and the anticipated level of effort.

c) Describe the types of services that would be provided during the project for each phase. Explain how your services will enhance this project.

d) Discuss the information and support that would be required from CNM for each phase.

e) Identify any subcontractors (by name, address, phone and fax number, e-mail address, and resume) which would be used during this project and describe their role(s).

f) Provide a time frame, breaking the project into tasks, milestones, and deliverables for each phase.

Experience, Health and Safety Performance, Samples, and References: 40 Points Possible

a) Indicate the experience the Offeror has in the area of essential demonstrated ability in working with waste collection, collection of recyclable materials and recycling program. Indicate any other experience that indicates
the qualifications of the Offeror for the performance of the services as requested in this RFP to the extent and quality of the integration of the waste collection, collection of recyclable materials and recycling program.

b) Vendor shall submit a description of their corporate health and safety program and a description of the organizational structure responsible for implementing the program. The vendor must also submit a copy of the company’s most recent Occupational Health and Safety Administration (OSHA) lag and summary of Occupational Injuries and Illness 300 report.

c) Vendor shall describe how they deal with safety while on CNM campuses.

d) Vendor will indicate how they would educate public on safe waste disposal practices.

e) Provide samples, examples or other evidence of similar projects/products which have been developed by your firm for the evaluation committee members to access as part of the evaluation process.

f) List contracts the Offeror may have had during the last three (3) years that relate to the Offeror’s ability to perform the service(s) as requested in this RFP. List contract reference numbers, contract period of performance, contact persons, address, telephone and fax numbers, and e-mail address. The Offeror must grant permission to CNM to contact the references.

**Economy and Price: 10 Points Possible**

Provide a price proposal inclusive of all costs proposed for the services as described in this RFP. Detail all costs to include the following:

a. Not to Exceed fee that is broken down by task, phase, labor category and effort, and all incidental or reimbursable expenses to successfully accomplish the services described in the above Scope of Services.

- Provide firm fixed pricing for Phase I of the RFP to provide an assessment of CNM’s waste stream, review of recycling program
- Provide firm fixed pricing for Phase II of the RFP and/ or any credits to CNM

b. Identify additional service fees on a per hour basis for future phase services based on the Scope of Services identified above.

NOTE: Costs on Services for which the successful Offeror does not identify to fulfill the Services on this RFP shall be borne by the Offeror and will not be borne by CNM.

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

**100 Total Points Possible**
SECTION E: SIGNATURE OF FIRM’S AUTHORIZED REPRESENTATIVE

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

Please fill in all spaces below:

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

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

Signature_________________________Title_________________________
Printed/Typed Name_________________________Date_________________
Company_________________________
Address_________________________
City/State/Zip_________________________
EXHIBIT A: INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE (*maybe required upon award)
The Contractor *maybe required to 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.

INSURANCE COVERAGES AND LIMITS

A. Successful vendor shall, at its sole cost and expense, insure its activities in connection with the services described in this RFP and obtain, keep in force, and maintain insurance as follows:
a. **Comprehensive or Commercial For General Liability Insurance** (contractual Liability included) with minimum limits as follows
   i. Each Occurrence Products, Completed Operations 2 Million
   ii. Aggregate $2 million
   iii. Personal and Advertising Injury 2 Million
   iv. General Aggregate 5 million

b. If such Insurance is written on a commercial claims made form, it shall continue for three years following the termination of the Agreement. The Insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement.

c. **Business Automobile Liability Insurance** for owned, scheduled, non owned or hired automobiles with a combined single limit of not less that $1,000,000 per occurrence.

d. **Workers Compensation and Employee Liability Insurance** in a form and amount covering the Vendors full Liability under the Worker’s Compensation Insurance and Safety Act of the State of New Mexico as amended from time to time.

e. **INSURANCE –SUPPLEMENTARY CONDITIONS**

A. The Insurance required herein shall be written with a company that has a rating of A- or better with a financial classification of VIII or better in the most recent addition of the Best’s rating guide.

B. The Insurance coverage referred to in the above under coverage and Limits above must cover any liability resulting from pollution and environmental contamination in connection with the remediation services describe in this RFP.

C. Vendor must specify the mechanism for covering its Environmental Impairment Liability in connection with all aspects of the waste and recycling services and facilities described in this RFP and identify any and all major policy restrictions and or exclusions.

D. Any and all self insured retention’s on the insurance coverage’s required herein must be identified.

E. The name of the insured on all required insurance policies must the same as the name under which the bid proposal is submitted to CNM>

F. Upon award of the contract, the insurance required under the above Coverage’s and Limits above, shall be endorsed to
   a. Include the Governing Board of Central New Mexico Community College as an insured. Such a provision, however shall only apply to the negligent acts or omissions of Vendor, it’s officers, agents, employees, sub Contractors or anyone directly or indirectly employed by them, or any other person or persons under its direction and control.
   b. Provide Thirty day advance written notice to CNM of any modification, change or cancellation or any of the above insurance coverage’s.
   c. CNM will not by any reason of its inclusion as an insured incur any liability to the insurance carriers for payment of premiums for each insurance.
   d. Coverage required herein is primary and is not in excess of or contributing with any insurance maintained by CNM>

G. Upon award of the contract, Certificates of Insurance shall be furnished to CNM evidencing compliance with all requirements stated herein.

H. Upon award of the contract, Vendor shall ensure that all subcontractors hired in the connection with this services described in this RFP comply with all Federal and State Financial Responsibility and Workers Compensation Laws.

I. The contract resulting from this RFP shall be subject to the examination and audit of the CNM internal auditor for a period of three years after the final payment under this contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including but not limited to the cost of administering the contract.

J. CNM reserves the right to have a third party independent health and safety review conducted at the firms facility at any time.
# 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 ________________________________

__________________________________________________________________________________________________________________

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

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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)

Thank you for your cooperation.
Exhibit C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NM SA 1978 and NM SA 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 NM SA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NM SA 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:
CNM’s Governing Board including, District 1 Chair Mr. Robert P. Matteucci, District 2 Secretary Dr. John Mondragon, District 3 Ms. Deborah Moore, District 4 Ms. Carmie Lynn Toulouse, District 5 Mr. Blair L. Kaufman, District 6 Vice Chair Ms. Penelope S. Holbrook, and District 7 Mr. Michael DeWitte
(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)