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

REQUEST FOR PROPOSALS NO. P-295

DUE DATE: February 26, 2010
TITLE: Commissioning Service Firm

BUYER: David Martinez (505) 224-4546
davidm@cnm.edu

TECHNICAL CLARIFICATION: David Martinez

NUMBER OF RESPONSES REQUIRED:
One Original and 4 Copies

PAYMENT TERMS: Net 30 Days

FREIGHT TERMS: FOB Destination Freight Included

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.

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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 list 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. 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.

13. 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.

14. NUMBER FOR PROPOSAL CLARIFICATION. The Vendor 4should include a local or toll-free number for proposal clarifications. Failure to do so may result in the proposal being declared non-responsive.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.
21. **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.

22. **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.

23. **RESPONSIBLE VENDOR.** CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of a vendor (i.e., prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the Request for Proposals). Vendor shall provide audited financial statements if requested by CNM.

24. **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.

25. **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.

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

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.
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. 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.

10. 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.

11. 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.

12. FINANCIAL STATEMENTS REQUIRED. All vendors are required to submit with their proposal their most recent audited Financial Statements.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. 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.

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

20. 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.

21. 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 thoroughly inspected 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.

22. SITE INSPECTION. The site(s) referenced in this document are available for inspection. Arrangements can be made by calling the contact for Technical Clarification shown on the cover page. Note, vendors shall not consider any comments made by employees of CNM to be modifications to the proposal specifications unless distributed as a written amendment to this proposal by CNM’s Purchasing Department. All requests for clarification must be submitted in writing to CNM’s Purchasing Department to receive consideration. Such requests must be submitted no later than five (5) days prior to the proposal due date.

23. 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.

24. 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.

25. USED EQUIPMENT OFFERS. Offers of used equipment will be considered. Vendors must provide the following information for any used equipment offered: age, condition, previous owner (name and phone), warranty and details of reconditioning if any. An independent appraisal paid for by the vendor will be required on all used equipment with a cost of more than $5,000 prior to award.

26. 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.

27. YEAR 2000 AND OTHER DATE WARRANTIES. Offeror warrants that the use of the software furnished of dates on or after January 1, 2000 will not adversely affect the software’s performance regarding date dependent data, computations, output or other functions and that the software will create, store, process and output information related to or including dates on or after January 1, 2000 without error or omissions and at no additional cost to CNM.

28. YEAR 2000 COMPLIANCE. Vendor warrants all hardware and software products offered in response to this Request for Proposals, individually and in combination, shall successfully transition into the year 2000 with the correct system date and correct calculations which utilize or refer to date data, without human intervention. Hardware and software products, individually and in combination, shall provide correct leap year calculations and accurate information when moving forward or backward in time across the year 2000.

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

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

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

30. 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 no-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.

31. **ARBITRATION.** In an effort to resolve any conflicts that arise during the term of a resultant Agreement, the Contractor and CNM shall agree that all disputes between them arising out of or relating to the Agreement shall be submitted to nonbinding mediation unless the parties agree otherwise. The expense and fees of mediation shall be borne equally by the parties. In the event the dispute is not resolved by mediation, the dispute shall be submitted to arbitration at the choice of either party and shall be governed by the New Mexico Uniform Arbitration Act (N.M. Stat. Ann. Section 44-7-1 et seq.). All cases for arbitration shall be submitted to a panel of three arbitrators, one of whom shall be named by CNM, one by Contractor, and these two to select the third member of the panel. A majority decision of the panel shall be considered binding. The expenses and fees of the arbitration panel shall be borne equally by the parties. The committee shall not have the power or authority to award punitive damages or to shift costs or attorney’s fees from one party to another. Either party shall have the right to apply to a court of the Second Judicial District court of the State of New Mexico to reduce the arbitration panel’s award to judgment.

32. **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 C

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. A copayment 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 the defect with charge within a reasonable time, or require delivery at an equitable reduction in price at CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive CNM's right to claim damages for breach.

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

5. Changes. CNM's Purchasing department may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without prior written approval of CNM's Purchasing department. Any claim of Seller for an adjustment under this paragraph must be made 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 price rate order price for the delivered and accepted portion; and (2) a reasonable amount to be approved by CNM, and not 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 price rate 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 delivered and accepted portion; and (2) a reasonable amount to be approved by CNM, and not 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 price rate 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 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 delivered and accepted portion.

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 wrongful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses, including attorneys fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order.

9. Patent and Copyright Indemnity. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property right, 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 of 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 13-1-15B, 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 any 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 conditions 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: $2.203-7
- Buy American Act: $2.225-1
- Contract Work Hours and Safety Standards Act-Overtime Comp.: $2.222-4
- Equal Employment Opportunity: $2.222-6
- Notice to the Government of Labor Disputes: $2.222-1
- Preference for U.S. Flag Air Carriers (For international air travel): $2.247-63
- Restriction on Subcontractor Sales to the Government: $2.203-6
- Service Contract Act of 1965 (Reserved): $2.222-41
- Termination for Convenience of Government: $2.249-5(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 WORK, SPECIFICATIONS AND EVALUATION CRITERIA

CNM is seeking to engage a commissioning service firm with LEED Accredited Professional designation to provide commissioning services for all CNM facilities, future and new construction.

The commissioning agent (CA) shall participate as early as possible in the design phase for each project. The commissioning function shall include working with the design team to develop commissioning requirements, which shall be incorporated into the contract documents for each project. CNM is seeking to follow guidelines set forth in LEED Silver for new Construction and Existing Buildings Guide Version 3.0 or higher for all commissioning. The primary role of the commissioning agent (CA) is to develop, coordinate, execute a commissioning plan, observe, document system performance, and determine whether systems are functioning in accordance with the contract documents and applicable laws and regulations. The core function of the commissioning process is to provide a quality based process in the delivery of constructed projects that will reduce delivery costs and enhance the projects long term value to the agency/owner.

The responsibilities of the CA are as follows:
1. Document the owner’s criteria for the systems functioning performance and maintainability.
2. Ensure compliance with the most current applicable state laws and regulations.
3. Develop commissioning specifications for all commissioned equipment.
4. Verify and document compliance with owner’s criteria throughout construction, start-up and initial period of operation, and determine whether systems are functioning in accordance with Contract Documents and applicable laws and regulations.
5. Involvement throughout the project from design and construction to the warranty phase.
6. Provide documented confirmation that the facility fulfills the functional and performance requirement of the building owner, occupant, operators, design plans, and specifications including Enhanced Commissioning as required.
7. Develop and coordinate the execution of a testing plan during construction, including all observation and documentation of all system’s performance to ensure systems are functioning in accordance with the owner’s objectives and associated construction plans and specifications, applicable to laws and regulations.
8. Provide complete operation and maintenance manuals (O &M) as well as training on system operations, along with the contractors, to the building operators, to ensure the building continues to operate as intended.
9. To be available for problem solving and/or resolution of non-conformance issues of deficiencies. The CA is not responsible for the design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CA will be involved with the design concept and criteria.
10. To return one-year from closeout date for a retro-commissioning of the facilities.
11. Provide all the commissioning process activities in accordance with LEED for New Construction, LEED for Existing Building, LEED for Interiors, and LEED for Campuses.
12. Seek rebates from Gas and Electric companies.

Scope of Services:

The purpose of this proposal is to secure an independent commissioning agent (CA) with LEED Accredited Professional designation for all CNM renovation projects and future construction. The CA will serve as an independent agent for CNM, free from conflict, from the design and construction activities of the projects. CNM is committed to commissioning its facilities to systematically optimize the building and ancillary systems so they operate efficiently and effectively in accordance with CNM’s project requirements, engineering design, applicable laws and regulations, and guarantee CNM facilities staff has adequate system documentation and training. It is the intent of the owner to ensure that the fundamental systems are calibrated and operating as required to deliver functional and efficient performance. The CA will plan, manage, perform and report on commissioning activities by utilizing reporting formats and standardization forms whenever required. The CA will submit deliverable reports to CNM according to a project schedule set by the CA and agreed upon by CNM. The CA will be hired by and report directly to the CNM Facilities Department.
1. Planning Phase Services
   a. Schedule and conduct a scope meeting to review commissioning process with the Owner and its agents to develop a Commissioning Plan.
   b. Develop a Commissioning Plan including, but not limited to the following:
      i. Project Description.
      ii. Commissioning Overview.
      iii. Commissioned Systems List including level of rigor for each system
      v. Identify stakeholders: Architect/Engineer, Owners’ O&M staff, CNM Project Managers, Construction Managers, and Commissioning Agent.
      vi. Identify specific responsibilities of each stakeholder.
      vii. Definition of the commissioning roles and lines of communications for each member of the project team.
      viii. Scope to include Pre-functional checklist, Functional Testing Requirements, Final Documentation Checklist, and Owner Training Verification.
      ix. Meetings and communication protocol.
      x. Appendix outlining any abbreviations or definitions.
      xi. All necessary paperwork for LEED submissions.

2. The CA shall provide commissioning services for all MEP (Mechanical, Electrical, Plumbing) systems, installations and operation including, but not limited to, the following:
   a. Central building automation systems.
   b. All heating, ventilating and air conditioning.
   c. Scheduled or occupancy sensors and lighting controls.
   d. Daylight dimming controls.
   e. Emergency power generator and automatic transfer switching.
   f. Life safety systems (fire, alarm, and fire protection).
   g. Security systems installation and operations.
   h. Door card swipe reader installation.
   i. Electrical systems including all switch gear and circuit breaker testing.
   j. Domestic water pumping and mixing systems.
   k. Plumbing systems.
   l. Technology systems.
   m. Security systems (camera, electric doors and perimeter controls).
   n. Specialized lighting.
   o. Sound systems.
   p. Spot checking of air and water balancing and reviewing all reports.
   q. Geothermal well system along with related control.

3. Design Phase Services
   a. The CA will work with the Architectural and Engineering Team (Design Team) to develop a design intent document.
   b. The CA will perform a focused review of design documents at 50% CDs, 90% CDs, and final contract documents. The CA will review the 50% CD design document with a back check of the review comments in the subsequent design submissions. The established Owner’s Project Requirements and Basis of Design Documents will provide the basis for the CA’s design review. In addition to reviewing the design for compliance with all the noted information, the CA will assess the design for energy efficiency, proper function, ability to be commissioned, and completeness. At the next document submission, the back check of review comments should include complete control systems design, specifications and sequences of operation to enable a thorough and meaningful design review of the control systems critical to building performance and commissioning as well as LEED certification. The CA will provide the design review comments in a keyed matrix format corresponding to specific drawing references where applicable. The design team will respond in the same format. A meeting will be scheduled with CNM, design team, and CA to discuss the final disposition of the review comments. A timeframe for inclusion of all comments agreed to shall be established to ensure revisions are incorporated in the following submissions.
Prior to this process, the owners project requirements and LEED checklist must be completed. CNM has the final design making authority over inclusion of any review comments into the design.

c. The CA will perform a review of the designed control system's strategy. The intent of the review is to verify the strategy to comply with CNM’s project requirements and needs of the commissioning process (i.e. functional performance testing and LEED certification). The CA will also review the controls specifications to assure all necessary requirements for the coordination with of the testing, adjusting and balancing subcontractor are included.

d. The CA will finalize a Commissioning Plan as outlined above in accordance with LEED requirements (as applicable to the Project) and applicable laws and regulations.

e. The CA will develop commissioning specifications for the project to accomplish two key objectives:
   1. Provide general commissioning specifications that detail project requirements.
   2. Provide specific requirements for special systems and equipment, early submissions of necessary O & M manuals, training plans and other key tasks.

The CA will develop commissioning specifications that follow the intent of ASHRAE Guideline 0-2005, the Commissioning Process, with the design team that includes, but not limited to:
   1. Sample pre-functional checklist and acceptance criteria for systems to be commissioned.
   2. Sample functional test procedures and acceptance criteria for systems to be commissioned.
   3. Detailed description of the responsibilities of all parties.
   4. Details of the commissioning process.
   5. Reporting requirements including formats.
   6. Construction checklist and start-up requirements.
   7. Training, planning, and documentation requirements.
   8. O & M Manual requirements and submission process.

   f. The CA will work with the design team to coordinate the general/technical specifications with commissioning specifications.

   g. The CA shall ensure that commissioning, training, and documentation requirements are reflected in the construction contract documents.

4. Construction Phase Services

   a. The CA will schedule and conduct the construction commissioning kick-off meeting.

   b. The CA will participate in meetings throughout construction to plan, scope, coordinate and work with CNM and other applicable contractors to schedule commissioning related activities and resolve problems. The CA will prepare a Commissioning Notice, a bi-weekly report generated by the CA, to identify the project progress as it relates to building commissioning. The Commissioning Notice is a summary of current issues from the tracking database. The Commissioning Notice shall be distributed to the Owner, design team, and responsible contractor, when applicable, at commissioning progress meetings. The Commissioning Notice identifies and tracks the corrective action of deficiencies identified by the CA.

   c. The CA will review and comment on the equipment and systems shop drawing submittals and start-up procedures for systems being commissioned concurrent with the reviews by the designers.

   d. The CA will gather and review control sequences and interlocks, work with project team and stakeholders to achieve sufficient clarity to establish testing procedures.

   e. The CA will review the O & M documentation for completeness and compliance with the commissioning needs.

   f. The CA will provide the final pre-functional checklist.

   g. The CA will perform site visits as required to observe component and systems installation and obtain information on construction progress.

   h. The CA will work with the contractors and stakeholders to observe equipment start-up of key components for systems to be commissioned.

   i. The CA will review the Testing and Balance Execution plan.

   j. The CA will provide the final system functional performance test procedures.

   k. The CA will conduct a commissioning team meeting to develop the detailed functional performance testing schedule.
l. The CA will coordinate and develop a Systems Operating Manual containing all projects commissioning documentation as well as collect and compile the Manuals.
m. The CA will document the pre-functional checklists were completed by the installing contractors.
n. The CA will direct, witness, and document the system functional performance test procedures, complete a commissioning report detailing each piece of commissioned equipment of assembly, and adequacy of equipment or assemblies meeting the contract documents.

The following components are typically included:
   i. Description of the OPR.
   ii. Description of the project specifications.
   iii. Verification of installation (Commissioning Notice).
   iv. Functional performance test sheets.
   v. O & M documentation evaluation.
   vi. Value of the commissioning process.
   vii. Outstanding issues.
   ix. Design review comments.
   x. Training program evaluation.
   xi. Post occupancy review.

Non-compliance items will be specifically listed. A brief description of the verification method used (manual testing, trend logs, data loggers, etc), including observations and conclusions from the testing. The final commissioning report is to be updated after occupancy/operations-phase commissioning.

o. The CA will verify operator training.
p. The CA will document test results and track deficiencies until corrected according to process in Commissioning Plan.
q. The CA will perform direct, witness, and document systems re-test as required and demonstrate deficiencies are corrected.
r. The CA will compile the final Commissioning Report and Systems Operating Manual.

5. Post Commissioning Phase Services
   a. During occupancy and operations, the CA will help resolve commissioning issues and direct opposite season testing.
   b. The CA will conduct a ten month warranty on-site review of system and assembly performance.
   c. The CA will amend the final Commissioning Report and Systems Operating Manuals as required.
   d. The CA will review record documents for accuracy and completeness.
   e. The CA will provide necessary services during this phase to ensure applicable LEED or other applicable requirements are fulfilled.
   f. Submit all information necessary to seek utility rebates from local gas and electric providers.

6. LEED Project
   CNM seeks to make all construction project a LEED Silver for all new construction, existing buildings or commercial interiors. The Leadership in Energy and Environmental Design (LEED) program requires building commissioning as part of the certification process. The minimum commissioning related requirements include verification and ensuring fundamental building elements and systems are design, installed and calibrated to operate as intended. The Project Owner is required to implement or have a contract established to implement the following fundamental best practice commissioning procedures:
   • Engage a commissioning team that does not include individuals directly responsible for the project design or construction management.
   • Review at the design intent and the basis of design documentation.
   • Incorporate commissioning requirements into the construction documents.
   • Develop and utilize a commissioning plan.
   • Verify installation, functional performance, training and operation, and maintenance documentation.
Complete a commissioning report.

The CA shall sign the LEED letter template confirming the fundamental commissioning requirements have been successfully executed or will be provided under existing contracts. In addition to the Fundamental Building Commissioning prerequisites, CNM can qualify for additional commissioning credit towards LEED certification. The CA shall perform the following enhanced commissioning tasks:

- Conduct a design review prior to the mid-construction documents phase and back check the review comments in the subsequent design submission. Review the contractor submittals relative to systems being commissioned.
- Develop a systems manual that provides future operating staff the information needed to understand and optimally operate the commissioned systems.
- Verify the requirements for training operating personnel and building occupants as completed.
- Review building operations with O&M staff, including a plan for resolution of outstanding commissioning related issues during both heating and cooling seasons within 10 months after substantial completion.

List of Potential Future Projects that will require Commissioning

- Jeanette Stromberg Hall
- Westside Phase III
- Alameda Business Center Renovation Phase I
- H Building Renovation
- Tom Wiley Hall Renovation
- Main Campus Bookstore and Student Activities area
- A Building Renovation

The list is not exclusive and may include other projects as outlined in CNM’s Facilities Master Plan.

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). 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 directly address each of the following evaluation criteria in the order presented, elaborating on all responses where possible, and shall be limited to 25 single spaced, single sided, 8 ½ 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, Background and Experience

30 Points Possible

1. **Letter of Commitment** - Firms must indicate their commitment to CNM’s list of projects, describe their familiarity with the College including its projects and commissioning needs, and how all expectations will be met and/or exceeded.

2. **Firm History** - Include a brief history of the firm and describe the firm’s ownership. If a joint venture for CA services is proposed, a brief history of both firms is required. Specify work load distribution and past joint working experience (work capability). Provide Project information on which firms participated jointly. If not a joint venture, state this clearly.

3. **Firm’s Capacity** - Provide information indicating the capacity of the office that will provide the CA services. Provide the number of professional staff the firm employs and identify the number of LEED certified professionals within the firm.

4. **Experience** - List the projects that your firm has been involved in the last five years. It is preferable firms must have post secondary experience and preferably within the State of New Mexico. List the Project name, location, size, cost, duration of project, project delivery method (i.e. Design/Bid/Build, Construction Management at Risk, etc.), and systems commissioned and brief description of the work. Provide the contact and reference information of the specific individuals from the Owner, the Architect, and the Construction Manager that worked with your team through the project. Identify any recent experience with sustainable design and construction projects, specifically geothermal heat pump projects. **Note:** By providing the reference information described above, the respondent authorizes CNM to contact such references and solicit information concerning the respondent’s performance on past projects.

Proposed Approach

40 Points Possible

5. **Project Team** Identify the project principal, the project manager, key staff, and sub CA who will be involved as part of the project’s teams. Describe how the teams’ qualifications and experience relate to CNM’s projects include resumes of assigned staff to the team and a statement regarding availability of staff to support CNM through these construction projects. Personnel specified to be assigned are required to remain assigned throughout the duration of the contract.

Identify the firm’s assigned personnel to CNM and describe how each meets the following requirements:

a. Recent extensive experience with sustainable design and construction projects, specifically LEED Silver or greater projects.

b. Recent extensive experience in the operation/trouble shooting of HVAC systems and energy management control systems; direct experience in monitoring and analyzing system operations using energy management control system trending and stand alone data logging equipment.

c. Field experience with post-secondary educational institutions.

d. Knowledge in building operation and maintenance and O &M manuals.

e. Knowledgeable in national building and fire codes, fire extinguishing systems, and detection and alarm systems.

f. Knowledgeable in test and balance of air and water systems.

g. Experience in energy efficient equipment design and control strategy optimization.

h. Direct experience in monitoring and analyzing system operation using energy management control system trending and stand alone data logging equipment.

i. Experience in writing commissioning specifications.

j. Knowledgeable in Energy Star Target Finder

k. Knowledgeable in PNM rebate program
References 10 Points Possible

a) List all contracts the Offeror has had during the last three years that support the Offeror’s ability to perform the service(s) as requested in this RFP. List contract reference numbers if applicable, contract period of performance, contact persons and telephone numbers. The Offeror must grant permission to CNM to contact the references. Do not include CNM as a reference.

b) Describe if your firm has had a contract terminated for default in the last five 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 years.

Economy and Price 20 Points Possible

6. Fees and Reimbursable Expenses
   a. Provide a proposed fee for services set forth in this RFP as percentage of project total fee for each: 1) Commissioning, 2) Fundamental Commissioning, and 3) Enhanced Commissioning.
   b. Provide the following cost information:
      a) Schedule of reimbursable expenses.
      b) Personnel rates.
      c) Proposed multiplier on contracted services and expenses.
      d) Other miscellaneous costs, expenses or fees (please specify).
SECTION E
SIGNATURE OF FIRM’S AUTHORIZED REPRESENTATIVE

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

Please fill in all spaces below:

Company Name
Address
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
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 the 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 - 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)

Thank you for your cooperation.
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: __________________________________________
Relation to Prospective Contractor: ______________________________
Date Contribution(s) Made: ________________________________________
Amount(s) of Contribution(s) ______________________________________
Nature of Contribution(s) _________________________________________
Purpose of Contribution(s) _________________________________________

(Attach extra pages if necessary)

_________________________ _______________________
Signature    Date

_________________________
Title (position)

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

______________________________  _______________________
Signature       Date

______________________________
Title (Position)