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

REQUEST FOR PROPOSALS NO. 321  
TITLE: Lobbying Services  
DUE DATE: Monday, July 9, 2012  
TIME: 3:00pm  
BUYER: Charlotte Gensler (505) 224-4546  
TECHNICAL CLARIFICATION:  
NUMBER OF RESPONSES REQUIRED: One Original and Three Copies  
FREIGHT TERMS: FOB Destination Freight Included  
PAYMENT TERMS: Net 30 Days

INSTRUCTIONS TO VENDORS:
The Central New Mexico Community College (CNM) invites you to submit a proposal for the services specified in this Request for Proposals. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this Request for Proposals may result in your proposal being declared non-responsive. The purchase of materials and or services awarded under this Request is subject to CNM's General Terms and Conditions as well as all statements contained in this Request for Proposals.

All terms and conditions of the Request for Proposals shall remain unchanged for the duration of any resultant agreement(s) and shall supersede and take precedence over any vendor agreement forms. Additional or different terms proposed by the vendor are hereby rejected. 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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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” under Section E.

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 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. **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.

7. **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. 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.

8. **DELIVERY.** Delivery is an important consideration and may be a factor in determining the award. Please state your earliest delivery date in the space provided on the response form. Delivery to be made to Receiving/Warehousing, Central New Mexico Community College, 901 Buena Vista SE, Albuquerque, NM 87106, unless otherwise specified. Most deliveries shall be made to the President’s Office and 525 Buena Vista SE, Albuquerque, NM 87106 unless otherwise indicated.

9. **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.

10. **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.

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

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

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

14. **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.

15. **FORCE MAJEURE.** Neither party to the resultant agreement will be liable to the other for any failure or delay in performance under the resultant agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing or late in performing.

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

17. **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.
SECTION A: STANDARD PROPOSAL TERMS AND CONDITIONS FOR RFP #P-319

18. INSURANCE REQUIREMENTS. The successful vendor may be required to carry insurance meeting the requirements in the Exhibit labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. The successful vendor must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under the resultant price agreement. Insurance must remain in effect for the entire term of the resultant price agreement and must be extended to coincide with any future price agreement extension. This Request for Proposals Number must appear on the Certificate of Insurance.

Note: The successful vendor shall agree to comply with state laws and rules pertaining to workers' compensation insurance for its employees. If the successful vendor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the resultant contract may be canceled effective immediately.

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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 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 shall

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

34. 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.

35. 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.
36. **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.

37. **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.

38. **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.

39. **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.

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

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

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

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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.

48. **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn by written notice, telegram or in person by an authorized representative at 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.

49. **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.
1. **Assessment and Audit.** CNM may inspect, at any reasonable time, any part of Seller’s plant or place of business where work is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the disposition of CNM. Any testing and 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 require both before and after payment. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

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

3. **Acceptance and Rejection.** If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or, if CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require establishment of an equitable reduction in price at CNM’s option. Seller shall reimburse CNM for all incidental and consequential costs related to unsatisfactory materials, supplies or service. Notwithstanding final acceptance, payment and delivery, 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 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 adjustment shall be made. No change by Seller 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 notice of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. **Termination and Delays.** CNM, by written notice stating the extent and effective date may terminate this order for convenience in whole or in part, at any time. CNM shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount of overhead and profit cost. 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 in excess of the total order price. Such amount may be limited to Seller’s actual cost and may not include anticipated profit.

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

If Seller, for the first time, notifies CNM that it determines Seller was not in default, or if Seller’s default is due to failure of CNM, termination shall be deemed for the convenience of CNM. The rights and remedies of CNM provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

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

7. **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 members of minority group persons at all job levels and in all aspects of employment; c) communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large; d) provide CNM with copies of its Affirmative Action Program and Report, labor force data 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 to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM’s liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage, and shall pay all damages 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 such amounts covering the above obligation and will maintain workers’ compensation coverage covering all employees performing this order.

9. **Patent and Copyright Indemnity.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall forthwith 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 statues 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 the essence and the order is subject to termination for failure to deliver on time.

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

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

15. **OSHA Regulations.** The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work to be 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 harmless 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.

17. **Applicable Law.** Each party acknowledges that the New Mexico Procurement Code, NMSA 1978 13-1-28 through -199, as amended, applies to every CNM purchase or contract agreement of tangible personal property, services and construction, including purchase made pursuant to this purchase order. Further, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents and that the liability of CNM shall be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, NMSA 1978 41-4-1 through -27, as amended.

**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 the order:

* Anti-kickback Procedures: 52.203-7
* Buy American Act and Balance of Payments Program 52.225-7001
* Contract Work Hours and Safety Standards Act-Overtime Comp. 52.222-4*
* Equal Employment Opportunity 52.222-26
* Integrity of Unit Prices 52.215-26(a)(b)
* Notice to the Government of Labor Disputes 52.222-1
* Parties for U.S. Flag Air Carriers (For international air travel) 52.247-63
* Restriction on Subcontractor Sales to the Government 52.222-30
* 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.

RFP # P-321, Advertised Friday, June 22, 2012
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RFP P-321 Lobbying Services  
SECTION D: SCOPE OF WORK, SPECIFICATIONS & EVALUATION CRITERIA

SCOPE OF WORK—Basic Services

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

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

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

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

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

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

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

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

Collaborate with current Lobbyist and other parties as needed
Collaboration with CNM’s current Lobbyist in addition to other named parties may be desired and required as Basic Services to CNM’s contract on an as needed basis.

TENTATIVE RFP SEQUENCE OF EVENTS:

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFQ:</td>
<td>6/22/2012</td>
</tr>
<tr>
<td>Final Day to Submit Questions:</td>
<td>7/2/2012</td>
</tr>
<tr>
<td>Final Day of Amendment: (unless extended)</td>
<td>7/4/2012</td>
</tr>
<tr>
<td>Request for Proposal Due:</td>
<td>7/9/2012</td>
</tr>
<tr>
<td>Interviews with Short-Listed Offeror(s): (if requested)</td>
<td>7/23/2012</td>
</tr>
<tr>
<td>Negotiations begin:</td>
<td>7/24/2010</td>
</tr>
<tr>
<td>Award of Lobbyist:</td>
<td>8/1/2010</td>
</tr>
</tbody>
</table>

PROPOSAL FORMAT:
Proposal submittals are limited to twenty five (25) single spaced single sided 8 1/2 x 11 pages less exhibits. Submittals received in excess of this page limitation may be deemed non-responsive. Arrange your proposal response in accordance with the following Program Requirements, Services, Program Evaluation, and Budget sections.
Offerors' proposals should be organized in a format that promotes the easy and clear evaluation of your proposal. To this end, the organization of your proposal should generally follow the Request for Proposals' organization so that the Request and your proposal can be cross-referenced during the evaluation process. Likewise, information in your proposal should be presented in the same order as the pertinent provisions of the Request for Proposals, referencing sections of the Request on any and all attachments that you include with your proposal. Each original proposal must be signed in ink by an authorized representative of your firm; all corrections shall be initialed in ink by person signing the proposal. The contents of the selected proposal may become part of the resultant award. If you wish to offer more than one proposal, clearly label the top as an alternate proposal and submit all responses in the same envelope as the original proposal. Submit the number of copies of your proposal as specified above. Each copy shall include all supporting documentation. Failure to submit the required number of copies may result in your proposal being considered non-responsive.
Required Submittals – FAILURE TO PROVIDE THE REQUIRED SUBMITTALS MAY RESULT IN DISQUALIFICATION OF THE RESPONSES FROM FURTHER CONSIDERATION.

- SECTION D: Respondent’s response
- SECTION E: Signature of Firm’s Authorized Representative
- SECTION F: Debarment/Suspension Status & Non-Collusion Affidavit Form

Response length and font size:
Proposal responses to SECTION D should be limited to twenty five (25) double spaced pages no smaller than 10 point font.

The following items are NOT included in the twenty five (25) page limit:
- Table of Contents
- Responses to RFP Sections E, Section F, and Exhibit B,C,D
- Offeror Resumes

CNM is not responsible for representations made by any of its officers or employees prior to the execution of the Agreement(s) unless such understanding or representation is included in the RFP or in subsequent written addenda or responses provided to all proposers by CNM’s Purchasing Department. CNM is responsible only for that which is expressly stated in the solicitation document and any authorized addenda thereto. Any cost incurred by the Respondent in preparation, transmittal or presentation of any proposal or material submitted in response to the RFP shall be borne solely by the Respondent.

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

PROPOSAL EVALUATION:

In addition to the requirements listed under proposal format, offers will be evaluated as follows:

Step one:
Witten proposals shall be reviewed and evaluated in accordance with the evaluation criteria established below. An evaluation committee shall evaluate written proposals based on the weighted criteria listed below. Rankings will be based upon an average tabulation of all individual committee member scores.
If interviews are not conducted, then the score based ranking shall be the basis for awarding the top scored offeror.

Step two (optional):
If interviews are to be conducted, then the score based rankings of offers shall be used as the basis to create a short list of those top ranked firms. Interviews shall be scored in accordance with the evaluation criteria taking into account the information provided in the written response and any additional questions related to the scope of the RFP. Additional questions related to the scope of this RFP may be submitted to shortlist in advance or during interviews.

Information and/or factors gathered during interviews, negotiations, and any reference checks, in addition to the evaluation criteria rankings, may be utilized in the final award decisions. References may or may not be reviewed at the discretion of CNM. CNM reserves the right to contact references other than, or in addition to, those furnished by a Respondent.

Final rankings will be based upon an average tabulation of all individual committee member scores after interviews and will not be averaged with Step one scores.
**EVALUATION CRITERIA:**

**Plan of Action Criteria: 25 Possible Points**

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

**Experience and References Criteria: 50 Possible Points**

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

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

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

**Optional:**

Hourly rate Lobbying Consultant Special Services

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

**Total Possible Points**

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

By signing below, contractor acknowledges that it is a competent firm capable of providing the items and/or services requested, is properly licensed for providing the items or services specified, has read this Request for Proposals, 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 Request for Proposals meets or exceeds all specifications, terms and conditions as described in this Request for Proposals 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 _______________________
Email ____________________________________
Contact Person for Clarification of Bid Response _______________________
NM Tax ID ______________________________ Federal Tax ID _______________________
Applicable NM License Numbers ________________________________

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

# date # date # date # date

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

ALL NEW MEXICO LICENSE NUMBERS LISTED HEREIN OR PURPORTED BY THE VENDOR MUST BE ISSUED IN THE OFFERING FIRM’S LEGAL COMPANY NAME. LICENSE NUMBERS LISTED UNDER A NAME OTHER THAN THE LEGAL COMPANY NAME MAY RENDER THE OFFER AS BEING NON-RESPONSIVE. NON-RESPONSIVE OFFERS WILL NOT BE CONSIDERED FOR AWARD.

OFFERORS WISHING TO RECEIVE THE RESIDENTIAL PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A VALID RESIDENTIAL PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE.
OFFERORS WISHING TO RECEIVE THE VETERAN RESIDENT BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A VALID RESIDENTIAL PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE.
SECTION F: 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__________________________
CERTIFICATES OF INSURANCE
The awarded Contractor shall furnish UPON REQUEST, 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 contact 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.
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 PRIOR TO AWARD 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 Mr. Robert P. Matteucci, District 2 Janet Saeirs, District 3 Ms. Deborah Moore, District 4 Mr. Mark Armijo, District 5 Mr. Blair L. Kaufman, District 6 Ms. Penelope S. Holbrook, and District 7 Mr. Michael DeWitte

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)
Exhibit C
CONFIDENTIALITY AGREEMENT P-321 LOBBYING SERVICES

This is an Agreement between Central New Mexico Community College (“CNM”) and [Contractor/Vendor name] (“Contractor”) concerning the confidentiality and nondisclosure of information relating to CNM, its students and employees or former students and employ. References in this Agreement to “CNM” mean CNM together with its current or former students and employees.

WITNESSETH:

WHEREAS, Contractor has contracted with CNM to provide lobbying services, as described in Request for Proposal(s) No. 321 and related documents (the “Contract”), the terms and conditions of which Contract are incorporated herein by reference; and

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

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

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

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

WHEREAS, Contractor agrees to the terms and conditions set forth below.
NOW, THEREFORE, for the reasons stated above, Contractor, as a precondition to its Contract with CNM and in partial consideration thereof, agrees and covenants with CNM as follows:

1. Contractor agrees to perform services under the Contract pursuant to any and all privacy and confidentiality requirements contained in state and federal laws and regulations applicable to CNM, as well as those state and federal laws and regulations applicable to Contractor.

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

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

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

5. Contractor agrees that information contained within CNM resources and systems shall be accessed, if at all, only as may be necessary to carry out the Contract. Contractor agrees to reasonably limit access to information contained within CNM resources and systems to those among its employees, officers or directors for whom disclosure is necessary to further the purpose of the Contract.
6. Contractor agrees that, upon the termination or conclusion of the Contract, it will deliver promptly to CNM all data, information, documentary and other materials relating to CNM, and any and all copies of electronic records thereof, within its custody or control or within the custody or control of its agents or representatives, that it or anyone operating on its behalf created, produced or obtained in the course of Contractor’s Contract with CNM.

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

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

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

10. Contractor agrees that the terms of this Confidentiality Agreement will survive the expiration or termination of the Contract.
11. This Agreement and obligations hereunder shall be binding on the representatives, assigns, and successors of the Contractor and shall inure to the benefit of the assigns and successors of CNM.

12. If any of the provisions of this Agreement are not enforceable, in whole or in part, the remaining provisions set forth in this Agreement shall nonetheless remain in full force and effect.

13. This Agreement constitutes the entire understanding of the parties about the subject matter hereof and may not be amended or modified except in writing signed by each of the parties to the Agreement.

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

Central New Mexico Community College                [Contractor/Vendor Name]

By_________________________________    By_________________________________
Title_________________________________    Title_________________________________
Date_________________________________    Date_________________________________
CNM LOBBYING SERVICES AGREEMENT

This AMENDED Agreement is made, entered into and effective as of ______________, 2012 between the Governing Board of the Central New Mexico Community College (“CNM”), 525 Buena Vista SE, Albuquerque, New Mexico 87106; and ___________________ (“Contractor”), whose address is __________________________________________.

Recitals:

WHEREAS with its request for proposals numbered P-321 CNM solicited proposals for certain Lobbying Services;

WHEREAS CNM selected Contractor’s proposal as being the most advantageous and awarded the work to Contractor;

WHEREAS CNM and Contractor desire to enter into a written agreement for Lobbying Services;

NOW, THEREFORE, the parties agree as follows:

1. Term Period: Services of the Contractor shall commence on the effective date of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of the Agreement. This Agreement shall terminate on August ____, 2016.

This Agreement may not be extended beyond the term Agreement period. If this Agreement is terminated during the term, CNM may require the Contractor to continue to handle to completion any and all matters referred during the contract period under the terms of this Agreement.

2. Scope of Service: The Contractor shall provide lobbyist representation and other lobbying services (hereafter the “Services”) in a satisfactory and proper manner for CNM. Contractor will act as Lobbyist to CNM for all assigned matters requiring lobbying services. Contractor understands that it may not be the sole lobbyist for CNM and that CNM, in its sole discretion, shall determine what work is to be assigned to Contractor.

CNM lobbying projects will be led by ______________, who shall have overall responsibility for handling of the assignment of CNM lobbying work and monitoring of progress. The scope of services includes but shall not be limited to upon the direction of CNM’s President or her designee as follows:

A. Provide year round lobbying and general political consulting and government relations positioning to legislative lobbying and executive representation. Services shall include assistance to CNM with all aspects of the process of securing state level funding including but not limited to Instruction and General, Financial Aid, Capital Outlay and any other funding deemed by CNM to be in its best interests.

B. Perform services solely and exclusively on behalf of CNM as a primary educational client concerning all educational issues, matters and interests, including but not limited to k-12, Higher Education and public and/or private institution and organization within the State of New Mexico, during the term on the agreement. Other representation which may be considered a conflict of interest will not be allowed under this contract unless agreed to in writing and included in this agreement or amended to this agreement through a revision to their purchase order (contract) with CNM Reference Section 5. Interest of Contractor:

C. Provide and execute a written “Plan of Action” as described in the RFP P-321 “Lobbying Services”.

D. Represent as needed and deemed necessary by CNM for all special legislative sessions, task forces, interim committees, committees and other organized efforts involving CNM.

E. Be current on the general state of CNM and advise appropriate CNM staff of potential problem areas with either existing or upcoming legislation.

F. Advise CNM of any issues which may require lobbying activities, monitoring or the like.

G. Present periodic status reports to CNM’s Governing Board at a minimum as follows:
1) CNM’s Governing Board meeting immediately prior to the legislative session
2) CNM’s Board meeting during the legislative Session and/or
3) CNM’s Board meeting within 15 days after the conclusion of the legislative session

H. Faithfully perform all services in a professional manner with diligence and care. Consultant is expected to utilize a reasonable degree of technological tools to save time and money (e.g. computerized word processing, form banks, etc.).

I. Maintain and submit weekly detailed reports to the President during Legislative session, which set forth each lobbying activity, the person(s) involved in those activities.

J. Maintain and submit monthly detailed reports to the President in periods outside of Legislative session, which set forth each lobbying activity, the person(s) involved in those activities.

K. Meet and review with the President the past years “Plan of Action”, including but not limited to the successes and or failures of the legislative session and other effort. The consultant shall present at/or soon after the next year proposed “Plan of Action.” This meeting should occur at or about 60 days prior to the annual term date however. Preliminary meetings and discussion may take place prior to the Plan of Action kick off meeting for the next legislative session.

3. Compensation and Method of Payment: Compensation: For performing the Services specified in Section 2 hereof, CNM agrees to pay the Contractor in accordance with the following:

   To Be Determined

B. Method of Payment: Contractor shall be paid monthly upon receipt by CNM of a properly documented invoice for monthly payments as determined by the budgetary and fiscal guidelines for CNM. The Contractor shall follow any policies and procedures, which may from time to time be established by CNM for the efficient and cost effective processing of its business. The procedures may include a change in the format and requirements for billings submitted.

C. Billing: At the time of submission of any billing, Contractor will be required to submit to CNM a report summarizing the activities undertaken for which the billing is being submitted and a plan for future activities which the Contractor intends to perform during the next billing cycle.

4. Indemnification and Insurance:

A. Contractor shall indemnify and hold harmless CNM, its officers and employees for any loss, cost, damage or liability caused to its employees, students, consultants or business or other invitees arising out of, or in connection with, or as a result of performance occasioned by the negligence or other fault, by act or omission of the Contractor, its agents, employees or subcontractors.

   The Contractor agrees that it and its subcontractors (if any) will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above and further agrees to maintain workers’ compensation coverage covering all persons employed in the performance of the Agreement. Contractor shall provide CNM with proof of insurance.

B. The Contractor agrees to defend, indemnify and hold harmless CNM and it officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties for or on account of any matter arising out of or resulting from the Services performed by the Contractor under this Agreement. The indemnity required hereunder shall be secured by professional liability and malpractice insurance coverage of Contractor in an amount not less than $1,000,000 per incident.

5. Interest of Contractor:

A. The Contractor represents and agrees that it presently has no direct or indirect interest and shall not acquire any direct interest that conflicts in any manner or degree with the performance of the Services required to be
performed under this Agreement. Furthermore, the Contractor acknowledges Central New Mexico Community College as its primary educational client and agrees to provide Services to CNM accordingly. The Institute recognizes that Contractor provides lobbying services per Attachment 1. These activities are not viewed by the parties as creating a conflict of interest at this time. The Contractor further agrees that no person having a conflict of interest will be employed to perform Services.

B. The Contractor hereby agrees to report to CNM, in writing, any situation in which the Contractor or a member of the Contractor’s firm may be asserting a position contrary to that of CNM. Such situations include but are not limited to providing lobbying services on behalf of another governmental or educational client regardless of whether a conflict does exist under the Code of Professional Responsibility or Disciplinary Rules or whether the subject matter constitutes a conflict of interest as related to the Contractor’s representation of CNM under this contract.

Upon notification of such a conflict, CNM will inform the Contractor in writing within ten (10) days of receipt of the written notification that CNM will or declines to waive the potential conflict. If the conflict is waived, the Contractor or firm may proceed with the Services in the conflict situation, informing CNM should any relevant change of circumstances occur. If waiver of the conflict is denied, the Contractor is obligated under the provisions of this Agreement to cease its efforts in the conflict situation.

If the Contractor refuses to cease the Services, or if the Contractor fails to notify CNM of a potential conflict, CNM may terminate this contract upon one (1) day’s notice. Contractor agrees to compensate the Institute for any fees and costs incurred by CNM to obtain alternate Services, including but not limited to the cost of paying substitute counsel to become familiar with the case to a level at which the Contractor withdrew from representation.

6. Termination and Delays: Termination for Cause. If Contractor, for any cause, fails or omits to carry out the Services 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 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 this Agreement to immediate termination by CNM. In such event, CNM may otherwise secure the Services, and Contractor shall be liable for damages suffered by CNM, including incidental and consequential damages.

In the event of a for-cause termination, CNM shall terminate this Agreement by delivering to 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 to termination date, including reimbursement then due.

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

Termination for convenience of CNM. On thirty (30) calendar days written notice to Contractor, CNM May terminate this Agreement in whole or in part for its own convenience in the absence of any default of Contractor.

In the event of a no-cause termination, CNM shall terminate this Agreement by delivering to Contractor notice of termination without cause specifying the extent to which performance of work under this 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 (15th) 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 or all other materials developed, prepared or held under this 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.

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

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

7. Status of Contractor: The Contractor is an independent contractor performing services for CNM and neither it nor its agents or employees shall, as a result of this Agreement, accrue leave, retirement, insurance, bonding authority, or any other benefits, prerequisites or allowances normally afforded only to employees of the
Institute. The Contractor acknowledges that all sums received under this Agreement are reportable by it for income, self-employment and other applicable taxes.

8. **Assignments**: The Contractor shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written consent of CNM.

9. **Sub-Contracting**: The Contractor shall not sub-contract any portion of the services to be performed under this Agreement without the prior written consent of CNM.

10. **Publication, Reproduction and Use of Materials**: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country by or on behalf of the Contractor. CNM shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials, unless confidential or privileged in nature, which are prepared under this Agreement.

11. **Funding Availability**: The terms of this Agreement are contingent upon sufficient funding being available as determined by CNM.

12. **Approvals Required**: This Agreement shall not be binding on CNM until signed by the signatories required on the signature page hereof being rendered, subject to Board approval and the issuance of a purchase order.

13. **Taxpayer Identification**: The Contractor shall provide CNM with its applicable taxpayer identification numbers for state and federal tax purposes.

14. **Releases**: Upon final payment of the amount due under the terms of this Agreement, the Contractor releases CNM, its officers and employees from all liabilities, claims and obligations arising from or under the terms of this Agreement. The Contractor agrees not to purport to bind CNM to any obligation not assumed herein by it unless CNM has expressly authorized the Contractor to do so and then only within the strict limits of that authority.

15. **Confidentiality**: Any information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any other individual or organization by the Contractor without prior written approval of CNM. Contractor shall also be required to sign Exhibit A “CONFIDENTIALITY AGREEMENT P-321 LOBBYING SERVICES”

16. **Amendments**: This Agreement shall not be altered, changed or amended except by mutual agreement of the parties evidenced by a revision to the purchase order executed by the parties hereto.

17. **Scope of Agreement**: This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this written Agreements. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct deficiencies.

18. **Applicable Law**: This Agreement shall be governed by the laws of the State of New Mexico. Any action regarding this Agreement shall be brought in the County of Bernalillo, State of New Mexico.

19. **Arbitration**: All disputes under this Agreement, at election of either party, 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. SS 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 arbitration panel 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.

20. **Notice**: The State of New Mexico Procurement Code, Sections 13-128 through 13-1-199 N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
21. **Documents Incorporated by Reference:** The following documents are incorporated into this Agreement and hereby made an integral part thereof:

CNM request for proposal numbered P-321 entitled "Lobbying Services" ("RFP #P 321")
Contractor's Proposal submitted in response to RFP #P-321
In the event of a conflict between documents, the following order of precedence applies: The purchase order with this Agreement; RFP #P-321; Contractor's Proposal.

22. **Notices:** All notices and other communications required or permitted under this Agreement shall be in writing and, except as otherwise provided in this Agreement, will be deemed given when delivered personally, sent by United States registered or certified mail (return receipt requested) or sent by overnight courier.

Central New Mexico Community College
Attn: Director, Purchasing & Materials Management
525 Buena Vista, SE
Albuquerque, NM 87106

Cc: Central New Mexico Community College
Attn: Dr. Katherine Winograd, President
525 Buena Vista, SE
Albuquerque, NM 87106

Contractor
Attn: __________
Address: __________
City, State, Zip

23. **Force Majeure:** Neither party to this Agreement will be liable to the other for any failure or delay in performance under this 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 to perform or late in performing.

24. **Severability:** If any provision of this Agreement is found invalid or unenforceable, the remainder of the contract will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of this Agreement will not be affected.

25. **Merger:** This Agreement shall incorporate all of the agreements, covenants and understandings between the parties thereto concerning the subject matter thereof. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

Central New Mexico Community College
By: __________________________
Charlotte Gensler, Director, Purchasing and Materials Management

By: __________________________
Katherine Ulibarri, Vice President for Finance and Operations

Contractor
By: __________________________
Lobbyist