REQUEST FOR PROPOSALS NO.: P-335

DUE DATE AND TIME:
On Or Before: May 3, 2013 3:00 PM LOCAL MOUNTAIN TIME

SUBMITTAL TYPE:
Sealed Response
Responses sent by fax or email will not and CANNOT be considered for award.

NUMBER OF RESPONSES REQUIRED: One (1) Original and Five (5) Copies

NON-MANDATORY PRE-PROPOSAL MEETING DATE: Tuesday, April 23, 2013, 10:00–10:30 AM Location: CNM’s Culinary Arts/Bookstore Bldg. 725 University SE (northwest corner of Basehart & University)

BUYER: Keith Adams
Phone: 505-224-4530 Fax: 505-224-4548
E-mail address: jadams49@cnm.edu

FREIGHT TERMS: FOB Destination Freight Included
PAYMENT TERMS: Net 30 Days

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SECTION A: PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT, SUBMITTAL INSTRUCTIONS

Central New Mexico Community College (CNM) invites you to submit a proposal for the services specified in this Request for Proposals (RFP). Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this RFP may result in your proposal being declared non-responsive. The purchase of materials and/or services awarded under this RFP is subject to CNM's General Terms and Conditions as well as all statements contained in this RFP. All terms and conditions of the RFP shall remain unchanged for the duration of any resultant Agreement(s) and shall supersede and take precedence over any Offeror agreement forms. Additional or different terms proposed by any Offeror are hereby rejected unless agreed to in writing by CNM. New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-28 through 13-1-199, NMSA 1978).

Any and all clarifications of instructions, specifications, Scope of Work (SOW), 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, SOW, insurance, bonds, or proposal preparation, etc. must be made in writing, addressed to the Buyer listed above, and submitted no later than April 25, 2013. Technical questions concerning the SOW, CNM's requirements, needs or expectations and the Offeror'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 judgment, CNM Purchasing may issue a written Amendment or Addendum which shall thereafter become part of this RFP. No oral interpretations shall be binding upon CNM unless reduced to a written Amendment or Addendum 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.

Each Offeror, by submitting a response to this RFP, represents that the Offeror has read and completely understands the request for qualifications documents and agrees to abide by the terms of this RFP and any resulting Agreement. Failure of the selected Offeror to fulfill the provisions of this request for qualifications shall in no way relieve the obligation of the Offeror to furnish all services necessary to carry out the provisions of the Agreement.

The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into and become part of the awarded Agreement.

Should an Offeror object to any of the terms and conditions of this RFP, the Offeror must expressly identify any and all exceptions in their proposal response to receive consideration. The Offeror must propose specific alternative language. CNM may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions are not acceptable to CNM and will result in disqualification of the Offeror’s proposal. The final terms and conditions of any resultant Agreement may differ from those provided herein.

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 Amendments or Addenda or responses provided to all proposers by CNM’s Purchasing Department. CNM is responsible only for that which is expressly stated in this solicitation document and any authorized Amendments or Addenda thereto. Any cost incurred by the Offeror in preparation, transmittal or presentation of any proposal or material submitted in response to the RFP shall be borne solely by the Offeror.

Offeror shall not be an employee of CNM and is responsible for federal and state payroll and service taxes such as social security, unemployment and gross receipts taxes. Services required by this RFP for which the successful Offeror does not identify cost will be borne at the Offeror’s expense and will not be charged to CNM.

SUBMITTAL INSTRUCTIONS:
SECTION A: PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT,
SUBMITTAL INSTRUCTIONS

To submit a proposal, provide a type written document responding to the scope of work/services, specifications, and evaluation criteria contained herein. Complete the forms labeled “SECTION E: Signature of Firm’s Authorized Representative,” “SECTION F: Debarment/Suspension Status & Non-Collusion Affidavit Form,” “EXHIBIT B: Campaign Contribution Disclosure Form,” signed by the firm’s authorized representative, and submit these forms with your RFP response to Section D, Scope of Services and Evaluation Criteria. Responses shall be signed by a legally authorized representative of the Offeror. Unsigned responses to “SECTION E: Signature of Firm’s Authorized Representative” and “Section F: Debarment/Suspension Status & Non-Collusion Affidavit Form” will be rejected as a material failure.

CNM does not desire responses with fancy binders, binding, or sales literature. Instead, 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 RFP’s organization so that the RFP 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 RFP, referencing sections of the RFP 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.

1. REQUIRED SUBMITTAL DOCUMENTS NEEDED WITH YOUR SEALED RESPONSE:
   (i) OFFEROR’S point-by-point response to SECTION D, EVALUATION CRITERIA, paragraphs 4.3.1 THROUGH 4.3.4.2
   (ii) SECTION E: Signature of Firm’s Authorized Representative
   (iii) SECTION F: Debarment/Suspension Status & Non-Collusion Affidavit Form
   (iv) EXHIBIT B: Campaign Contribution Disclosure Form
   (v) Table of Contents to include section names, section numbers and page numbers
   (vi) Letter of Transmittal. The letter of transmittal will fairly and briefly depict the respondent’s proficiency, experience and capability to serve CNM and why the respondent believes they should be selected.
   (vii) Response length and font size: Proposal responses should be limited to 10 double spaced pages no smaller than 10 point font.
   (viii) Submit one (1) original and five (5) copies of your response to this RFP with your SEALED response.

NOTE: Failure to submit items (i) through (iv) noted above will render the offer as being non-responsive. Non-responsive offers CANNOT be considered for award. Items (ii), (iii), and (iv) MUST be signed by a legally authorized representative of the Offeror.

2. SUBMITTAL DEADLINE AND LOCATION
   All responses must be received in a SEALED envelope by CNM no later than 3:00 PM MDT, May 3, 2013.
   Responses are to be submitted via MAIL, COURIER, or HAND DELIVERED to:
   Central New Mexico Community College
   Purchasing Department
   525 Buena Vista Drive SE
   Albuquerque, NM 87106
   Attn: RFP # P-335, Due on or before 3:00 PM MDT, May 3, 2013
SECTION A: PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT, SUBMITTAL INSTRUCTIONS

PLEASE ENSURE THAT YOUR SEALED ENVELOPE IS LABELED WITH YOUR FIRM’S NAME, ADDRESS, RFP NUMBER, AND OPENING DATE AND TIME. Failure to properly identify this RFP #, 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.

(i) Faxed or electronically mailed responses will NOT be accepted and CANNOT be considered for award.

(ii) 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.

(iii) Responses will not be publicly opened.

(iv) Responses may be withdrawn at any time prior to the time and date set for RFP closing.

(v) CNM reserves the right to accept or reject any or all responses and to waive technical irregularities.

3. TENTATIVE SCHEDULE

RFP advertised: Thursday, April 18, 2013
Non-mandatory pre-proposal meeting Tuesday, April 23, 2013
Deadline for questions: Thursday, April 25, 2013
Issue Addenda Friday, April 26, 2013
Due Date: Friday, May 3, 2013
Due Time: 3:00 PM, Local Time
Location: CNM Purchasing Office
          Building A, Room 109
          525 Buena Vista SE
          Albuquerque, NM 87106

Begin Contract Negotiations Friday, May 10, 2013
Notice of Award on or before Friday, May 17, 2013
SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS FOR RFP # P-335

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 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, 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.

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.

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 B: STANDARD PROPOSAL TERMS AND CONDITIONS FOR RFP # P-335

18. INSURANCE REQUIREMENTS. The successful vendors may be required to carry insurance meeting the requirements in the Exhibit labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. The successful vendors shall submit ONLY UPON REQUEST BY CNM 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. OFFEROR'S TERMS AND CONDITIONS. Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the agency.

24. 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.

25. 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.

26. PAYMENT DISCOUNTS. CNM will take advantage of payment discounts or compensation offered whenever possible; however, payment discounts will not be used as a means to determine the highest evaluated offer.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.
SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS FOR RFP # P-335

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

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

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

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

43. 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.

44. 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.

45. 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.

46. 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 day’s 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.
47. **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.

48. **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.

49. **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn by written notice, telegram or in person by a 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.

50. **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.
SECTION C: GENERAL TERMS AND CONDITIONS

1. Inspection and Audit. a. CNM may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedures required by the specification are in addition to CNM's rights under this paragraph.

b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. The 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 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 require return, in whole or in part. Any claim of Seller for rework or repair shall, in addition to other remedies, require delivery at an equitable reduction in price at CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unacceptable materials, supplies or service. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive CNM's right to claim damages for breach.

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

5. Changes. CNM 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 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 of notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. Termination and Delays. CNM, by written notice stating the extent and effective date may terminate this order for convenience in whole or in part, at any time. CNM shall pay Seller as full compensation for performance until such termination. (1) the unit or pro rata order price for the delivered and undelivered portion of the order; (2) a reasonable amount to cover severance costs; and (3) a reasonable amount to be approved by CNM, and not otherwise recoverable from other sources by Seller, with respect to the undelivered or unaccepted portion of this order. Provided, however, compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits.

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

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

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

As used in this paragraph, the word “Seller” includes Seller and its sub-suppliers 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 specific policies and practices that affirmatively promote equality of opportunity for handicapped persons, minority group persons and women; b) take affirmative steps to hire and promote women and minority group persons at all levels and in all aspects of employment; c) communicate this policy in both English and Spanish to all persons concerned with the company, with outside recruiting services, in the minority community at large; d) provide CNM with a breakdown of labor force by ethnic group, sex, and job category; and e) discuss with CNM its policies and practices relating to its affirmative action program.

8. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of 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 willful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys fees, in connection with or resulting from such suit or action.

Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order.

9. Patent and Copyright Indemnity. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.

10. Discounts. Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by CNM's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

11. Penalties. The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. Title and Delivery. Title to the materials and supplies passed hereunder shall pass to CNM at the F.O.B. point specified subject to the right of CNM to reject upon inspection. For any exception to the delivery of the materials, supplies or services, Seller shall notify CNM in writing and obtain approval from CNM's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.

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

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

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

All PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from 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 participation made pursuant to this purchase contract. 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 4-7, 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 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 “Albuquerque CNM” and the “Director of Purchasing,” respectively.

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

- Anti-kickback Procedures: 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
- Integrity of Unit Prices: 52.215-26(a)(b)
- Notice to the Governor of Labor Disputes: 52.222-1
- Preference for U.S. Flag Air Carriers (For interair travel): 52.247-63
- Restriction on Subcontractor Sales to the Government: 52.203-6
- Service Contract Act of 1965 (Reserved): 52.222-41
- * Termination for Convenience of Government (Education and other Nonprofit Institutions): 52.249-5(a)(f)

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

* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

1. SCOPE OF REQUEST:

Central New Mexico Community College (CNM) is requesting proposals from qualified and experienced Offerors (Offeror) to provide and support Automatic Teller Machine (ATM) services to be located at CNM’s Main Campus Culinary Arts/Bookstore building located at 725 University SE near the northwest corner of University and Basehart Road. The partnership should create a comprehensive program that will increase customer satisfaction by providing high quality service and state-of-the-art equipment at CNM. These services are intended for the convenience of CNM personnel (students, faculty, and staff). More than one award may result from responses to this RFP. It is CNM’s intent to award the highest ranked Offeror(s) an Agreement for the services required. The initial term of the resultant Agreement(s) arising from this RFP shall be for a two (2) year primary term with the option to renew for two (2) additional one year terms. Any Agreement(s) negotiated shall be contingent upon fiscal funding and Offeror performance. CNM may, if it is found to be in the best interests of CNM, request offers from the price agreement awardees for additional ATM’s to be provided at other CNM locations.

The ATM equipment must be supplied, installed, and maintained by the Offeror(s) at no cost to CNM. All equipment must be new, or refurbished like new, energy efficient and state-of-the-art.

NON-MANDATORY PRE-PROPOSAL MEETING: There will be a non-mandatory pre-proposal meeting at the ATM location site on Tuesday, April 23, 2013 from 10:00-10:30 a.m. at CNM’s new Culinary Arts/Bookstore building located at 725 University Blvd. SE, Albuquerque, NM, 87106 (northwest corner of Basehart and University). Come to the north side of the building and meet at the Jaynes Construction trailer inside the fence. The purpose of this meeting is to allow Offerors an opportunity to see the ATM installation location and to ask questions regarding this RFP.

The requested installation date for the ATM machines is the week of May 20, 2013.

The successful Offeror(s) will be expected to provide equipment service seven days a week free of charge, including all parts and labor costs. Equipment failures must be repaired within 24 hours from the time reported.

CNM reserves the right to award this contract in whole or in part depending on what is in the best interest of CNM with CNM being the sole judge thereof.

2. CNM INSTITUTIONAL INFORMATION:

CNM is the largest community college in the State of New Mexico providing year round instruction. CNM has an enrollment of approximately 30,000 students in both the fall and spring semesters with approximately 15,000 students enrolled in the summer term. The current Full Time Enrollment (FTE) is approximately 20,000 students. CNM serves its students at multiple campuses and locations: Main, Joseph M. Montoya (JMMC), South Valley, Technology Annex, Westside, Workforce Training Center (WTC), Rio Rancho, and Alameda Training Center (ATC) as well as through online distance learning and hybrid instruction. The college offers associate degrees and certificates in a variety of subject areas.

3. SCOPE OF WORK:

3.1 AUTOMATIC TELLER MACHINE (ATM) SERVICES:

CNM is requesting proposals from Offerors to provide the following services to fulfill the convenience banking needs of its students, faculty and staff.
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

3.1.1 CNM seeks the professional operation of various automatic teller machines (ATMs) to be located at its Main Campus Culinary Arts/Bookstore building which is located on the northwest corner of University Blvd. and Basehart Road. Such ATMs must tie into national systems. The ATMs must be "full-service".

3.1.2 The Offeror will be responsible for the procurement and installation of all equipment and support systems necessary to support the ATMs. Any use of CNM owned telecommunications cabling is prohibited except with the express written permission of CNM’s IT Director and the Director of the Physical Plant Department or their designees. It is understood that such permission does not convey any warranty for any purpose of the fitness of the CNM owned cable plan and that permission may be revoked at any time for any purpose by CNM. Any installation of additional cabling by the Offeror or contracted telecommunications carrier must be coordinated with the CNM Physical Plant Department. CNM shall incur no installation, maintenance or operations costs associated with these installations.

3.1.3 The Offeror is responsible for the security of the ATMs. CNM has building surveillance cameras, but the Offeror will be responsible for any surveillance cameras needed in particular for the ATM machines.

3.1.4 The Offeror is responsible for damage to the machines (including vandalism) or loss through theft.

3.2 TRANSACTIONS SUPPORTED:

3.2.1 The equipment being installed by Offeror must function with both Visa and MasterCard.

3.2.2 Indicate all the types of transactions that will be supported by your ATMs located on CNM’s campus.

3.2.3 Is it possible for a second party, such as a parent of a student, to make a deposit into the student's account at one of your off-campus ATMs or offices? At another bank's ATM? If so, how and what restrictions would apply? How long would it take this transaction to be recognized in both cases?

3.2.4 Indicate what liability and responsibility the Offeror and cardholder will have in the event of erroneous or unauthorized transactions.

3.2.5 Provide additional information regarding other services offered.

3.3 CUSTOMER SERVICE:

3.3.1 Fully describe how customer questions and/or complaints will be handled.

3.3.2 Describe all charges that cardholders will be charged for various transactions. Please include a complete fee schedule including international transactions.

3.3.3 Describe which network(s) the ATM that you are proposing to install is affiliated with.

3.4 MAINTENANCE AND SECURITY:

3.4.1 Describe the notification process that would need to be followed in the event of machine malfunction or breakdown. Describe how quickly repairs will be effected and by whom. Please describe this procedure in detail.

3.4.2 Describe the maintenance and service schedules that will be provided for the ATM.

3.5 INSTALLATION:
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

3.5.1 The Offeror will bear all costs of installation to CNM standards to include: structure modifications, power supply components, lighting, and communications. Describe the provisions that will be made to meet the requirements of the Americans with Disabilities Act.

3.5.2 Offeror will cooperate and coordinate with CNM's Physical Plant Department prior to and during the installation period.

3.5.3 CNM requests that the ATM machines be installed the week of May 20, 2013. This date is tentative and could change based on the convenience of CNM.

3.6 FINANCIAL:

3.6.1 The Offeror will bear all operating costs of the equipment to include utilities and maintenance, except for the cost of electricity, which will be provided by CNM.

3.6.2 In consideration of authorization to operate and locate its ATMs on CNM’s campus, please propose a compensation plan under which you will pay CNM for authorization to install and operate the machines proposed.

3.7 APPEARANCE:

3.7.1 Please provide a photograph of the ATMs being proposed and indicate the closest location to CNM where such an installation can be observed.

3.8 REMUNERATION PROPOSAL:

3.8.1 Please provide your firm's proposed remuneration to CNM for the duration of the possible four (4) years of the Agreement for providing the services outlined in this RFP. Such funds shall be considered to be unrestricted funds to be used at the discretion of CNM.

4 EVALUATION CRITERIA:

4.1 STEP 1:
Written proposals shall be reviewed and evaluated in accordance with the evaluation criteria established below per 4.3.1 Section I through 4.3.4.2 Section IV. CNM reserves the right to reject all offers and issue a new RFP if necessary. An evaluation committee shall evaluate written proposals based on the weighted evaluation criteria. 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(s).

4.2 STEP 2 (optional):
If interviews are to be conducted, then the score based rankings of the written 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 SOW of the RFP. Additional questions related to the SOW of this RFP may be submitted to the 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
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

not be reviewed at the discretion of CNM. CNM reserves the right to contact references other than, or in addition to, those furnished by an Offeror.

Final rankings will be based upon an average tabulation of all individual committee member scores after interviews and will not be averaged with STEP 1 scores.

4.3 CRITERIA:

4.3.1 SECTION I. CAPACITY, CAPABILITY, KNOWLEDGE, BACKGROUND AND EXPERIENCE - 30 POINTS POSSIBLE

4.3.1.1 Provide a brief narrative describing the history of your firm. Identify the number of employees in your firm, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there are any pending liens, claims or lawsuits against the firm.

4.3.1.2 Provide demonstrated experience that supports your firms’ ability to perform the services identified in the goals and intent of this RFP. State any other experience that indicates the qualifications of your firm for the performance of the services as requested in this RFP.

4.3.1.3 Describe the proposed project staffing/organization and internal controls to be used during the course of the services rendered under this RFP.

4.3.1.4 State the name, title or position, telephone number and email address of the individual(s) who would have primary responsibility for the potential services resulting from this RFP.

4.3.1.5 Identify names, responsibilities, qualifications and locations of staff who will be assigned to this Project.

4.3.1.6 Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential Agreement and relationships of this staff to other programs or functions of your firm. This chart must also show lines of authority to the next senior level management.

4.3.1.7 Describe if your firm has had a contract terminated for default in the last five (5) years. Termination for default is defined as notice to stop performance due to the Offeror's non-performance or poor performance or if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Offeror was in default. Submit full details of their terms for default including the other parties’ name, address, and telephone number. Present the Offeror’s position on the matter. CNM will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Offeror in the past five (5) years.

4.3.2 SECTION II. PROPOSED IMPLEMENTATION PLAN - 30 POINTS POSSIBLE

4.3.2.1 Explain in narrative form how your firm will perform the proposed services identified in this RFP. Offerors, should include in their narrative the following:

(a) Describe surveillance cameras vendor will provide in particular for the ATM machines.

(b) Describe how your firm will address damage to the machines (including vandalism) or loss through theft. Note: CNM will not be held responsible for damages or theft.

(c) Does your proposed equipment function with both Visa and MasterCard?
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

(d) Indicate all the types of transactions that will be supported by your ATMs located on CNM’s campus.

(e) Is it possible for a second party, such as a parent of a student, to make a deposit into the student's account at one of your off-campus ATMs or offices? At another bank's ATM? If so, how and what restrictions would apply? How long would it take this transaction to be recognized in both cases?

(f) Indicate what liability and responsibility the Offeror and cardholder will have in the event of erroneous or unauthorized transactions.

(g) Provide additional information regarding other services offered.

(h) Fully describe how customer questions and/or complaints will be handled.

(i) Describe all charges that cardholders will be charged for various transactions. Please include a complete fee schedule including international transactions.

(j) Describe which network(s) the ATM that you are proposing to install is affiliated with.

(k) Describe the notification process that would need to be followed in the event of machine malfunction or breakdown. Describe how quickly repairs will be effected and by whom. Please describe this procedure in detail.

(l) Describe the maintenance and service schedules that will be provided for the ATM.

(m) The Offeror will bear all costs of installation to CNM standards to include: structure modifications, power supply components, lighting, and communications. Describe the provisions that will be made to meet the requirements of the Americans with Disabilities Act.

(n) Offeror will cooperate and coordinate with CNM's Physical Plant Department prior to and during the installation period. CNM requests that the ATM machines be installed the week of May 20, 2013. This date is tentative and could change based on the convenience of CNM. Who will be your point of contact during the project installation?

(o) Please provide a photograph of the ATMs being proposed and indicate the closest location to CNM where such an installation can be observed.

(p) Discuss any information and support that would be required from CNM.

(q) Identify any subcontractors which would be used during this Project and describe their role(s).

4.3.3 SECTION III. REFERENCES - 10 POINTS POSSIBLE

List a minimum of three (3) references the Offeror may have had with institutes of higher education, non-profit and/or community organizations and/or financial institutions during the last three (3) years that relate to the Offeror’s ability to perform the service(s) as requested in this RFP. List references by company, address, contract period of performance, contact person’s name and email address. By submitting a proposal, the Offeror grants permission to CNM to contact the references. CNM will contact references via email, so be sure to include the email address for each reference. NOTE: Do not include CNM as a reference.
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

4.3.4 SECTION IV. ECONOMY, PRICE AND REMUNERATION - 30 POINTS POSSIBLE

4.3.4.1 The Offeror will bear all operating costs of the equipment to include utilities and maintenance, except for the cost of electricity, which will be provided by CNM.

4.3.4.2 Propose a detailed compensation plan under which your firm will pay CNM for authorization to install and operate the machines proposed. Please show how the compensation plan may change over the possible four (4) year term of the Agreement, if applicable.
SECTION E: SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

By signing below, Offeror 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. Offeror 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 response. The undersigned, being duly authorized to sign documents and act on behalf of the Offeror 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 Offeror.

Please fill in all spaces below:

Legal Company Name_____________________________________________________
Address__________________________
City, State, Zip_________________________________________________________
Phone Number__________________________
FAX Number__________________________
Email__________________________________________________________
Contact Person for Clarification of RFP Response ______________________________
NM Tax ID__________________________________________________________
Federal Tax ID __________________________________________________________
Applicable NM License Numbers__________________________________________

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 RESIDENT VETERAN’S PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE.

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

# __________ date __________ # __________ date __________ # __________ date __________ # __________ date __________ # __________ date __________

Signature of Member Authorized to Sign for Firm ____________________________________________
Printed/Typed Name and Title of Individual Signing ________________________________________
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 response 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 response (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 response/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 response 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 response.

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________________________
Legal Company Name________________________________________
Address____________________________________________________
City/State/Zip______________________________________________
SECTION G: RESIDENT VETERANS PREFERENCE CERTIFICATION

__________________________________________ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

PLEASE CHECK ONLY ONE BOX FROM THE FOUR (4) CHECK BOXES LISTED BELOW:

☐ I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference.

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. **No preference will be extended unless a valid certificate is included in your sealed response.** Submitted certificates shall be validated by CNM with New Mexico Tax & Revenue.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.
EXHIBIT A: INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE
The AWARDED Contractor(s) 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 CNM copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to CNM. Such certificates shall be filed with CNM 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 CNM.

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 five hundred thousand dollars ($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:

- Four hundred thousand dollars ($400,000) per person/seven hundred fifty thousand dollars ($750,000) per occurrence plus three hundred thousand dollars ($300,000) for medical and one hundred thousand dollars ($100,000) for property damage for a total maximum liability of one million one hundred fifty thousand dollars ($1,150,000) per occurrence.

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

- Bodily Injury: Seven hundred fifty thousand dollars ($750,000) Each Occurrence
- Property Damage: One hundred thousand dollars ($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 CNM.

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: CAMPAIGN CONTRIBUTION DISCLOSURE

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 either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a
EXHIBIT B: CAMPAIGN CONTRIBUTION DISCLOSURE

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.

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

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

Name(s) of Applicable Public Official(s) if any:
CNM’s Governing Board including, District 1 Ms. Pauline J. Garcia, District 2 Mr. Robert P. Matteucci Jr., 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)
______________________________________________________________
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)

(Attach extra pages if necessary)
Non-Disclosure Agreement – for Contractors

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

WITNESSETH:

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

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

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

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

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

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

NOW, THEREFORE, for the reasons stated above, Contractor, as a precondition to its Contract with CNM and in partial consideration thereof, agrees and covenants with CNM as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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<tr>
<th>Central New Mexico Community College</th>
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<tr>
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Contractor Employees who will have access:

| Print Name: _________________________ | Signature: _________________________ |
| Title: ______________________________ | Date: ______________________________ |
| Print Name: _________________________ | Signature: _________________________ |
| Title: ______________________________ | Date: ______________________________ |
| Print Name: _________________________ | Signature: _________________________ |
| Title: ______________________________ | Date: ______________________________ |
| Print Name: _________________________ | Signature: _________________________ |
| Title: ______________________________ | Date: ______________________________ |
EXHIBIT D: SITE PLAN DRAWINGS
# EXHIBIT D: SITE PLAN DRAWINGS

## PANEL SCHEDULE P1C

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**SKE-04-ASI 006**

NO SCALE

**REFERENCE SHEET** - E-702-PANEL SCHEDULES

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**BRIDGERS & PAXTON CONSULTING INC.**  
Central New Mexico Community College -  
Culinary Arts/ CNM Foundation  
Client: CNM  
By: B&P  
Date: 11/8/2012 11:06:59 AM  
Page: SKE-04-ASI 006
EXHIBIT E: SAMPLE LEASE/LICENSE AGREEMENT

AUTOMATED TELLER MACHINE LEASE/LICENSE AGREEMENT

This Automated Teller Machine Lease/License Agreement (Agreement) is made this___ day of ___, 20__ by and between Central New Mexico Community College (CNM) and ______________ (Lessee).

WHEREAS, Lessee, through its subsidiaries, operates bank branches and automated teller machines (ATMs) to provide electronic fund transfer services and other products/services to customers of Lessee and other members of networks with which Lessee now is or hereafter may become affiliated (all such persons shall be referred to herein as "Cardholders"); and

WHEREAS, CNM and Lessee desire to maintain an ATM at the premises owned by CNM, located at University Blvd. between Basehart SE & Coal SE, Albuquerque, New Mexico 87106, providing space for servicing multiple ATMs (Site), upon the terms and subject to the conditions set forth herein.

In consideration of the recitals listed above, and of the terms and mutual covenants set forth below, the receipt and sufficiency of which the Parties hereby acknowledge Lessee and CNM hereby agree as follows:

1. The consideration for this Agreement shall be the mutual promises of the Parties contained herein and the benefits to be derived by each Party, and their respective customers, from the placement of the ATM on CNM's premises.

2. Grant of License. CNM hereby grants Lessee, and Lessee hereby accepts a license to install, operate and maintain an ATM on the Site. The ATM shall remain or be replaced as needed at the Site.

3. Term of Agreement. Unless earlier terminated as provided herein, the primary term of this Agreement shall be two (2) years from the Effective Date of this Agreement (Term) with the option to renew for two (2) additional one year terms.

4. Obligations of CNM. CNM agrees that throughout the Term of this Agreement it will:
   
   (a) Provide the above-described Site for the ATM
   
   i. Provide and maintain adequate lighting as to promote security around the Site;
   
   ii. Provide a dedicated power circuit for electrical power to the ATM;
   
   iii. Pay all ongoing and continuing expenses for electrical power for the Site;
   
   iv. Provide a secured area out of public view, as needed for the Lessee ATM service team or its subcontractor(s), employees or agents, in order for them to perform cash verification;
   
   v. Grant Lessee the right to install electronic surveillance equipment in the area of the ATM. Lessee shall have the right but not the duty to install such equipment. The term "surveillance equipment" as used in this Agreement shall be defined to mean one or more cameras and/or other security/detection devices. Lessee will be responsible for all costs associated with the installation, monitoring and removal of electronic surveillance equipment in the area of the ATM.
(b) Grant Cardholders the right to enter the Site to use the ATM at any time during CNM's regular business hours at that location. Nothing in this Agreement, however, shall prevent CNM from excluding any person or persons from the Site or its premises at any time if such person(s) are reasonably believed to threaten the security/safety of other persons or property on the premises.

(c) Allow authorized Lessee personnel, its contractors, agents and designees access to the ATM and Surveillance Equipment in order to install, maintain and service the ATM and surveillance equipment.

(d) Notify Lessee upon observation of any on-site circumstance or condition (such as malfunction of the ATM) which requires corrective action by Lessee. Notwithstanding this provision, Lessee will be ultimately responsible for monitoring the condition of the ATM and the equipment it places on the Site.

5. Obligations of Lessee. Lessee agrees that throughout the term of this Agreement it will:

(a) Pay to CNM located at or at such other place as CNM may designate in writing, the sum of $______ per month for the calendar month beginning on the first day of each calendar month during the primary term, and, if applicable, the renewal Term. If the Lessee is open for business prior to __________, the rent shall be prorated from that opening date through __________, and remitted to CNM with its first monthly rental.

Each such monthly rental payment shall be payable in advance and shall be due and payable on or before the tenth (10th) day of each calendar month during the Term hereof. CNM, its successors or assigns, may by written notice to the Lessee designate a different payee or a different mailing address for such rentals. However, no change in the ownership of the Site, or any portion thereof, or of the rentals payable hereunder, shall be binding upon the Lessee herein until the Lessee has been furnished with a certified copy of the instrument which in law evidences such change in ownership of the Leased Premises or a change in ownership of the rentals payable hereunder.

(b) Purchase, install, or replace as needed and monitor and maintain the ATM and related equipment placed by Lessee at the Site.

(c) Pay the cost of installation and operation of data communication lines as required to make the ATM operable.

(d) Provide, install and maintain appropriate signs on the ATM and ATM pedestal. Lessee shall have the right to place or replace signs or logos on the ATM and pedestal. The form and location of signs and logos will be mutually agreed upon by CNM and Lessee. Such agreement shall not be unreasonably withheld.

(e) Obtain property insurance for the physical damage to the ATM, ATM pedestal and any equipment or devices it installs in connection with the operation of the ATM. Lessee shall have no obligation to secure insurance on the surrounding Site.

(f) Maintain in full force and effect, for the duration of this contract and any extensions thereof, the following insurance:
i. Lessee shall be responsible for maintaining Property Insurance coverage on its ATM. Such Property Insurance shall provide coverage for all standard perils, including but not limited to, fire, theft and vandalism. Lessee shall provide evidence of such coverage to CNM prior to this Agreement’s effective date. The policy shall also provide that CNM be given thirty (30) days written notice in the event of cancellation, non-renewal or material change in coverage.

ii. Commercial General Liability Insurance with a limit of not less than $1 million dollars per occurrence. Such Commercial General Liability Insurance shall provide coverage for bodily injury, property damage, personal injury and broad form contractual liability. CNM shall be named as an additional insured on the Commercial General Liability Insurance as respects to its interest in the subject ATM installation. The policy shall also provide that CNM be given thirty (30) days written notice in the event of cancellation, non-renewal or material change in coverage. Evidence of such coverage shall be given to CNM prior to the installation of the ATM.

(g) Provide oral notification to CNM of any claim or loss, or circumstance which could reasonably give rise to a claim/loss, within twenty-four (24) hours after discovery. Such oral notification shall be confirmed in writing within ten (10) days.

(h) Notify CNM upon observation of any on-site circumstance or condition which requires corrective action by CNM.

(i) Lessee will apply for and use its reasonable best efforts to obtain approval from the appropriate regulatory agencies to install and operate its ATM at the Site. In the event that any such regulatory agencies decline to grant or later withdraw their approval for any ATM or the designated Site for any reason, this Agreement shall be null and void as to that Site.

(j) Lessee shall be responsible for the cleanliness and appearance of the ATM face and signage.

6. Representations of CNM. CNM hereby represents and warrants that (i) it is the owner or lessee of the Site and surrounding premises, (ii) it has all necessary rights, power and authority to enter into this Agreement with Lessee and to perform its obligations hereunder, (iii) if CNM is the lessee of the Site, it is not in default of its obligations under its lease agreement, and (iv) other than regulatory approvals for the operation of the ATMs, no other consents, approvals or authorizations need to be obtained to allow CNM to execute, deliver and perform under the terms of this Agreement.

7. Termination of Agreement. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party. Upon termination of this Agreement, Lessee shall pay all costs of removal of the ATM, the surveillance equipment and costs associated with restoring the area to the same condition as before installation of the ATM, ordinary wear and tear excepted.

8. Indemnification and Insurance. Lessee 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 destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of this Agreement and/or acts/services performed by its Employees, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance by CNM of its obligations described herein or the willful misconduct of CNM. In any event, CNM’s liability shall be subject to the limitations of the New Mexico Tort Claims Act. Lessee 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. Lessee agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligations and will maintain workers' compensation coverage covering all employees performing this order.

9. Relocation of an ATM. Either Party may request that the ATM be relocated to another site on the premises. Such relocation shall be subject to approval in writing by the other Party, which approval shall not be unreasonably withheld. Any such agreed relocation shall be in the form of an amendment or addendum to this Agreement. CNM shall pay the cost of temporarily or permanently relocating an ATM as a result of any remodeling or reconfiguration of the Site or Premises initiated by CNM. Lessee shall pay the cost of relocating any ATM relocated at its request.

10. Removal of an ATM. Except as otherwise provided herein, upon expiration or termination of this Agreement with respect to any Site, Lessee shall remove from such Site the ATM located there and all associated trade fixtures and shall restore the Site to the condition that existed at the time of installation, ordinary wear and tear excepted.

11. Assignment. The benefit of this Agreement may not be assigned in whole or in part or in any manner transferred and the obligations may not be delegated without the prior written consent of the other Party. Subject to the foregoing limitation upon assignment and delegation, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, agents, heirs and assigns.

12. Notices. All notices, requests, consents and demands shall be given to or made upon the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing delivered to the other Party. Unless otherwise agreed in this Agreement, all notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, or by certified first class mail, postage prepaid, to the Party addressed at such address. If sent by confirmed air courier, such notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address, as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the third business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed to such address:

If to CNM:

Central New Mexico Community College
Purchasing Office
525 Buena Vista SE
Albuquerque, NM 87106
Attn: Charlotte Gensler, Director of Purchasing

If to Lessee:

________________________________________
________________________________________
________________________________________
________________________________________
13. **Governing Law.** This Agreement shall be construed and will be governed as to validity, interpretation, effect, enforcement, and in all other respects in accordance with the internal (without resort to principals of conflict of laws) substantive and procedural laws of the State of New Mexico.

14. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were not contained herein; provided that the Agreement as so modified preserves the basic intent of the Parties.

15. **Ownership.** The ATM, surveillance equipment, signage and other items installed by Lessee shall at all times remain the sole and exclusive property of Lessee and CNM shall not claim title to or encumber the ATMs, surveillance equipment or signs in any manner. The ATM and other equipment installed by Lessee shall not be considered permanent fixtures of the premises but shall remain the property of Lessee. Lessee shall indemnify, defend and hold harmless CNM against any claims, liens or encumbrances against the ATMs, signs and surveillance equipment.

The land and building in and upon which the ATM is to be located and housed shall at all times remain the sole and exclusive property of CNM.

16. **Confidentiality.** The Parties agree to hold in confidence all information obtained hereunder from the other Party and to safeguard the information from public disclosure to the extent allowed under law.

17. **Relationship of the Parties.** The Parties acknowledge that they do not intend, or nothing in this Agreement shall be deemed to create a partnership, joint venture or other relationship between the Parties other than independent contracting entities.

18. **Entire Agreement.** This Agreement and any Schedules and Addendums attached hereto constitute the entire agreement between the Parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the Parties hereto relating to all or part of the subject matter herein. No Party has made any representations, oral or written, modifying or contradicting the terms of this Agreement. The Parties may not amend, modify or cancel this Agreement except as provided herein or by a written agreement signed by all the Parties to this Agreement.

19. **Expiration of Agreement.** Both Parties acknowledge that this Agreement will expire at the end of the primary two (2) year term, unless the Agreement is renewed per Article 3 above, or unless otherwise agreed to in writing.

20. **License to use names and service marks.** CNM hereby grants to Lessee a non-exclusive right and license to use the name and service marks listed herein in connection with the promotion and advertising of the ATMs located at CNM’s premises during the term of this Agreement, subject to the limitations described herein. All other use of CNM’s marks by Lessee is prohibited. Each and every use of CNM’s marks shall include the trademark notices, colors, designs, and proportionate sizes and shapes all precisely as indicated by CNM. The rights and licenses granted under this Agreement permitting the use of CNM’s marks shall not be assignable or transferable by Lessee in any manner whatsoever, nor shall Lessee have the right to grant any sublicenses, except by prior consent of CNM.

Lessee hereby grants to CNM a non-exclusive right and license to use its name and service marks listed herein in connection with the promotion and advertising of the ATMs located at CNM’s
premises during the term of this Agreement, subject to the limitations described herein. All other use of Lessee’s marks by CNM is prohibited. Each and every use of Lessee’s marks shall include the trademark notices, colors, designs, and proportionate sizes and shapes all precisely as indicated by Lessee. The rights and licenses granted under this Agreement permitting the use of Lessee’s marks shall not be assignable or transferable by CNM in any manner whatsoever, nor shall CNM have the right to grant any sublicenses, except by prior consent of Lessee.

21. Effective Date. The Effective Date of this Agreement shall be __________ 20__. 

Central New Mexico Community College

Print Name: _________________________
Signature: __________________________
Title: ______________________________
Date: ______________________________

Lessee

Print Name: _________________________
Signature: __________________________
Title: ______________________________
Date: ______________________________
INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE
The Lessee shall furnish 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 Lessee. The Lessee shall furnish to CNM copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to CNM. Such certificates shall be filed with CNM 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 CNM.

COMPENSATION INSURANCE:
The Lessee 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 Lessee's employees to be engaged at the site referred to in this solicitation in case of any such work sublet, the Lessee'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 Lessee shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than five hundred thousand dollars ($500,000).

LESSEE'S PUBLIC LIABILITY INSURANCE:
The Lessee 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:
- Four hundred thousand dollars ($400,000) per person/seven hundred fifty thousand dollars ($750,000) per occurrence plus three hundred thousand dollars ($300,000) for medical and one hundred thousand dollars ($100,000) for property damage for a total maximum liability of one million one hundred fifty thousand dollars ($1,150,000) per occurrence.

LESSEE'S VEHICLE LIABILITY INSURANCE:
The Lessee shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-1-1 et. seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:
- Bodily Injury: Seven hundred fifty thousand dollars ($750,000) Each Occurrence
- Property Damage: One hundred thousand dollars ($100,000) Each Occurrence

SUBCONTRACTOR'S AND SUB-SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:
The Lessee 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 Lessee'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 CNM.
The Lessee 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.