REQUEST FOR PROPOSALS NO.:  | TITLE: SPECIAL EVENTS EQUIPMENT RENTAL SERVICES-ON CALL
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DUE DATE AND TIME: | On Or Before: July 26, 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
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 and 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 (see Section C below) 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 Master Agreement(s) (hereinafter “Master Agreement”) 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).

It is CNM’s intention to award a Master Agreement to the highest ranked successful Offeror to this RFP, however, CNM may choose to award Master Agreements to more than one Offeror if CNM deems it to be in its best interest. As future Projects are identified by CNM that will be subject to the services sought under this RFP, awards for each Project will be made by way of a Release under the Master Agreement with the Contractor(s) who has received a Master Agreement from CNM as a result of its response to this RFP. Each Release for a future awarded Project will be accompanied by a Purchase Order from CNM for the Work to be performed for that Project. Each Project will have its own Scope of Work and Compensation Schedule, but will be subject to the Terms and Conditions of the associated Master Agreement. CNM does not guarantee any Work to any Contractor who is awarded a Master Agreement. The issuance of Releases for future Projects will depend on cost, Contractor’s availability and Contractor’s history of performance for Work performed for CNM in the past and any other criteria that CNM deems necessary.

Any Master Agreement resulting from this RFP shall not restrict in any way CNM’s right to contract with others for services and/or commodities similar to those specified in this RFP. Any Master Agreement awarded hereunder is not an exclusive agreement.

PROJECT #1:
The first Project (Project #1) to be awarded as a Release under a resulting Master Agreement will be CNM’s Convocation Ceremony, tentatively scheduled for September 13, 2013. The highest ranked successful Offeror to this RFP will be awarded this first Project #1 under a Release to their Master Agreement. The Scope of Work Outline-Draft for Project #1 is located in Exhibit C attached hereto.

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 five (5) days prior to the proposal due date. 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 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 Master Agreement. Failure of the selected Offeror(s) to fulfill the provisions of this request for qualifications shall in no way relieve the obligation of the Offeror(s) to furnish all services necessary to carry out the provisions of the Master Agreement and any Project awarded thereunder.
SECTION A: PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT, SUBMITTAL INSTRUCTIONS

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 Master 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 Master 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 Master Agreement(s) unless such understanding or representation is included in the RFP or in subsequent written Amendments or Addenda or responses provided to all Offerors 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:
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, Paragraph 4, Part A, Section I through Part D, Section IV (pages 14 through 17)
   (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
SECTION A: PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT, SUBMITTAL INSTRUCTIONS

(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: It is requested that your proposal response 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, July 26, 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-343, Due on or before 3:00 PM MDT, July 26, 2013

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: Tuesday, July 16, 2013
Deadline for questions: Friday, July 19, 2013
Issue Addenda: Tuesday, July 23, 2013
Due Date: Friday, July 26, 2013
Due Time: 3:00 PM, Local Time
Location: CNM Purchasing Office
Building A, Room A109
525 Buena Vista SE
Albuquerque, NM 87106

Shortlist Finalists: Friday, August 2, 2013 (If deemed necessary)
Finalist Interviews: Friday, August 9, 2013 (If deemed necessary)
Begin Contract Negotiations: Friday, August 9, 2013
Notice of Award on or before: Friday, August 16, 2013
SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS

1. ACKNOWLEDGMENT OF AMENDMENT / ADDENDUM. Vendors shall acknowledge receipt of any amendments/addenda to this Request for Proposals by identifying the amendment/addendum number and date in the space provided on the form labeled “Signature of Firm’s Authorized Representative”.

2. ADDRESSES FOR NOTICES. Any notice required to be given or which may be given under this Request for Proposals or the resultant price agreement shall be in writing and delivered in person or via first class mail to 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

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 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 costs, 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.
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. Contractor shall maintain detailed records of all materials or supplies delivered to CNM under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

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

3. Acceptance and Rejection. If, prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or if, in CNM's entitle to revoice acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unaccepted materials, supplies or service. 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 written 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 changes, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. Termination and Delays. CNM, by written notice stating the extent and effective date may terminate this order for convenience in whole or in part, at any time. CNM shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount to be approved by CNM, and not exceeding actual or reasonable expenses, damages for breach.

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

8. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from and 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 damages and expenses including attorneys fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order.

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

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

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

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

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

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

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

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 order. Further, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents and that the liability of CNM shall be subject in all cases to the limitations and immunities of the New Mexico Tort Claims Act, NMSA 1978.41-4-1 through -2,7, 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 condition of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term “contract” shall mean “this order”, the term “contractor” shall mean “Seller” and the term “Government” and “Contracting Officer” shall mean Albuquerque CNM and the “Director of Purchasing,” respectively.

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

- Anti-kickback Procedures: 52.203-7
- Buy American Act and Balance of Payments Program 52.225-7001
- Contract Work Hours and Safety Standards Act-Overtime Comp. 52.222-4
- Equal Employment Opportunity 52.222-26
- Integrity of Unit Prices 52.215-26a(b)
- Notice to the Government of Labor Disputes 52.222-1
- Preference for U.S. Flag Air Carriers (international air travel) 52.215-2
- 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.
1. **SCOPE OF REQUEST:**

   A. Central New Mexico Community College (CNM) is requesting proposals from qualified and experienced Offerors (Offeror) to provide Special Events Equipment Rental Services (Services) as requested from time to time by CNM. These Services could be for Projects at any of CNM’s campuses located in the Albuquerque area. It is CNM’s intent to award the highest ranked Offeror a Master Agreement for the services required under this RFP. CNM may choose to award Master Agreements to more than one Offeror if CNM deems it to be in its best interest. The term of the resultant Master Agreement(s) arising from this RFP shall be a four (4) year term. Any Project(s) awarded under any Master Agreement(s) shall be contingent upon cost, fiscal funding, and Offeror performance. CNM does not guarantee any work to any Offeror who may be awarded a Master Agreement as a result of their RFP response.

   B. **PROJECT #1:** The first Project (Project #1) to be awarded as a Release under a resulting Master Agreement will be CNM’s Convocation Ceremony, tentatively scheduled for September 13, 2013. The highest ranked successful Offeror to this RFP will be awarded this first Project #1 under a Release to their Master Agreement. The Scope of Work Outline-Draft for Project #1 is located in Exhibit C attached hereto.

   C. Any Master Agreement resulting from this RFP shall not restrict in any way CNM’s right to contract with others for services and/or commodities similar to those specified in this RFP. Any Master Agreement awarded hereunder is not an exclusive agreement.

   D. CNM seeks an experienced Contractor(s) to provide, deliver, distribute, set up, and take down event staging, tents, tables, chairs, generators and other equipment as necessary in support of CNM’s Special Events as may occur from time-to-time.

   E. The Contractor assumes full responsibility for the equipment it uses to provide all services for CNM, including but not limited to damage and/or breakage, loss or theft of such equipment. CNM shall assume no liability regarding Contractor’s employees, equipment or supplies.

2. **CNM INSTITUTIONAL INFORMATION:**

   A. 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 Technical 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:**

   It is CNM’s intent to enter into a Master Agreement with the selected Contractor(s) to furnish all labor, materials, tools, and resources necessary to provide Special Events Equipment Rental Services to include those goods and services necessary to help CNM achieve its goals as outlined in this RFP. In order to achieve this goal, the selected Contractor(s) may be requested to provide those goods and services outlined in this RFP.

   A. Warehousing, Delivery, and Set-Up of Equipment Include:

      1. Provide CNM approved chairs, tables and all other equipment necessary for any awarded Project.
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

2. All equipment must be designed to traverse a variety of surfaces with moderate obstructions and inclines, and it must not leave wheel scuffs on hard flooring or ruts in soft turf.

3. Contractor must furnish clean, like-new condition, heavy-duty, reinforced white vinyl tent tops over pipe frames secured by strapped ground stakes.

4. Substitution of a product, brand, or manufacturer after award is expressly prohibited, unless approved in writing by CNM. CNM, at its discretion, may require the Contractor(s) to provide a substitute item of equal or better quality, at the contracted price, if the product requested is no longer available, subject to approval by CNM.

5. Any quantities provided in this RFP are estimates, and the Contractor(s) will supply actual quantities ordered at the proposed price, regardless of whether the total quantities are more or less than the estimates provided in this RFP.

6. Installing fire extinguishers and related signs to meet code.

7. Repair damages to any existing utilities, equipment, lawn, and/or finished surfaces resulting from the Contractor’s performance, to the satisfaction of CNM at no cost.

8. Provide CNM employees access to equipment stored by the Contractor at any designated staging area to perform set-up.

9. Enforce strict discipline and be responsible at all times for all Contractor’s employees’ actions and work performance. CNM reserves the right to require the Contractor(s) to remove any employee whose behavior is deemed as unprofessional or objectionable.

B. Performance Requirements Include:

1. Ability to provide the entire amount of the requested equipment and services. CNM values not having to manage multiple contracts for special events.

2. Equipment owned by your company is preferred to equipment secured through subcontracted rentals.

3. An experienced, professional event workforce.

4. The Contractor will be responsible for supervising and directing the work under any awarded Project and all subcontractors that it may utilize, using its best skills and judgment. Subcontractors which perform work under and Project awarded hereunder will be responsible to the Contractor. The Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and of persons employed by the subcontractors, as it is for the acts and omissions of its own employees.

5. No portion of any work under any awarded Project will be subcontracted without prior written consent of CNM. In the event that your company desires to subcontract any part of the work under any awarded Project, your company must furnish CNM the names, qualifications, and experience of its proposed subcontractors. The Contractor will remain fully liable and responsible for the work to be performed by its subcontractors and will assure compliance with all requirements of the Master Agreement and Scope of Work for any awarded Project.
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

C. Customer Service Must Include:

1. Contractor must analyze and recommend improvements to CNM's current timeline for delivery, set up, and take down of the rental equipment.
2. Contractor must use effective procedures to insure timely delivery, set-up and take down for CNM’s scheduled special events.
3. Contractor must utilize flexible procedures for equipment reservations and additions or deletions of rental equipment.
4. Contractor must be able to provide services before and after normal working hours, which may include weekends and holidays.
5. Contractor will announce its Project Manager for all awarded Projects hereunder. Contractor will provide its Project Manager’s name and cell phone number to CNM’s Representative. Contractor’s Project Manager for all awarded Projects must be available by cell phone 24 hours per day from the day a Project is awarded until the Project is successfully completed and all rental equipment has been removed from the Project site, to CNM’s satisfaction.
6. Continue CNM’s tradition to set up equipment for all Special Events with considerable care and precision.
7. All sites must be fully set up within a reasonable time period prior to the start of the Special Event.
8. Ability to adjust outdoor equipment setups due to unforeseen conditions such as weather delays.

D. Special Events at CNM may include, but is not limited to:

1. Fall Convocation
2. Student Events
3. Major Speakers
4. Faculty/Staff Events

3.1 EVALUATION CRITERIA:

A. STEP 1:
Written proposals shall be reviewed and evaluated in accordance with the evaluation criteria established below per 4., A, Section I through 4., D 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).

B. 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 Contractors. 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
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. CRITERIA:

A. SECTION I. BACKGROUND AND EXPERIENCE: EVIDENCE THAT THE CONTRACTOR HAS BEEN IN THE SPECIAL EVENTS EQUIPMENT RENTAL BUSINESS FOR A MINIMUM OF FIVE (5) YEARS AND HAS HAD SIMILAR CONTRACTS IN SIZE AND SCOPE TO THAT OF CNM-----25 POINTS POSSIBLE

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.

2. Provide a brief history of your company’s demonstrated experience in providing major Special Events Equipment Rental Services 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.

3. Describe the proposed project staffing/organization and internal controls to be used during the course of the services rendered under this RFP. Describe whether or not uniforms will be provided for all your company’s personnel assigned to work at CNM. If applicable, describe the uniforms.

4. State the name, title or position, telephone number, cell phone number and email address of the individual(s) who would have primary responsibility for the potential services required for any future awarded Project under a Master Agreement resulting from this RFP.

5. Identify names, responsibilities and qualifications of staff who will be assigned to any future Project that may be awarded under the Master Agreement that may result from this RFP.

6. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of any future Projects that may be awarded under a resulting Master 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.

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 Offeror, 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.

B. SECTION II. CAPACITY AND CAPABILITY: EVIDENCE OF EMPLOYING PERSONNEL AND POSSESSING EQUIPMENT CONSIDERED NECESSARY BY CNM TO COMPLETE WORK IN A SCHEDULED TIME FRAME AND PRODUCE THE DESIRED QUALITY OF SPECIAL EVENT EQUIPMENT RENTAL SERVICES------25 POINTS POSSIBLE
1. Explain in narrative form how your company will perform the proposed services identified in this RFP. Provide a plan of operation to achieve the objectives set forth in Exhibit C, Project #1, Scope of Work Outline-Draft.

2. Describe how your company plans to provide quality equipment, delivery, chair staging mobility, set-up, and equipment removal in a timely professional manner for large, multi-location events. Include a description on how your company will work with CNM to ensure last minute schedule changes will be accommodated to CNM’s satisfaction.

3. Describe your company’s ability to react to and compensate for unforeseen factors such as weather related issues or power outages, etc.

4. Describe your company’s equipment rental services including:
   a. Available inventory for chairs, tents, staging, tables, flooring, portable sanitation units, and any additional special events equipment needed to create a successful special event.
   b. Capability to meet CNM’s expanding requirements for special events equipment as CNM increases the number of students and/or events.
   c. Provide a narrative demonstrating your ability to provide quality equipment to include, at a minimum, the processes utilized for cleaning, storing, moving, and replacing equipment.
   d. Ability to provide set-up and take-down services for large, multi-location events with little or no supervision from CNM.
   e. Warranty provided on all equipment and services.
   f. Describe in detail any cancellation requirements.

5. Describe your company’s plan for customer service to include:
   a. Contingency plans for unforeseen events such as vehicle breakdowns, equipment damage in transit to CNM, and/or delays due to accidents, etc.
   b. Special events reservation time period and days/hours notice for additions, changes or deletions in equipment rental requirements.
   c. Accommodating CNM’s preference to set up chairs as close to the actual date of the events, without compromising the ability to execute an on-time professional installation.
   d. Expected turnaround time for unanticipated events, and how shortened deadlines are met.
   e. Consultation and guidance in determining exact needs for specific events and locations.
   f. Ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needs.
   g. Training, expertise, and supervision of personnel that may be assigned to service CNM.

6. CNM invites proposals that present different options for provision of the goods and services, and/or alternate creative proposals from Contractors. CNM, in its sole judgment, will consider such options and/or alternatives as long as the functionality and minimum requirements of CNM are met.

7. Discuss any information and/or support that would be required from CNM.

8. Identify any subcontractors which may be used during any future Project that may be awarded under the Master Agreement that may result from this RFP and describe their role(s).

C. SECTION III. ECONOMY AND PRICE-PART 1: GENERAL COST PROPOSAL OFFERED TO CNM-----20 POINTS POSSIBLE
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

1. Provide a detailed Rate Schedule that outlines the various titles/positions that may be involved in providing services for Projects that may be awarded hereunder. Include the hourly rates for all positions. Also provide proposed annual hourly rate increases (if any) to Rate Schedule over the four (4) year term of the resulting Master Agreement.

2. Provide a comprehensive Fee Schedule for all equipment and materials that your company is able to provide for a special event. Include in the Fee Schedule a complete description of each item. Each item must be priced. Include all applicable hourly or daily rates. The proposed fee must include all mobilization, delivery, travel, demobilization and related expenses. Also provide proposed annual increases (if any) to the Fee Schedule over the four (4) year term of the resulting Master Agreement.

3. If applicable, include in the Fee Schedule pricing for set-up and/or take down of specific equipment (i.e. chairs, staging, tents, etc.)

4. Describe how CNM will be charged. Include any additional discounts available for early payment of invoices, for volume of business or any other discounts available.

5. If applicable, provide minimum order and delivery threshold requirements for smaller special events.

6. State your company's willingness and ability to revise rental equipment requirements upward or downward due to schedule changes.

7. Describe additional equipment your company has access to and can provide CNM. Include lead times that may be required.

8. Describe how CNM will benefit from cost savings by accepting your company's proposal.

9. CNM may need to procure additional products and services from your company throughout the term of the Agreement as a result of this RFP. Provide a comprehensive list of other products and services that your company offers that may be beneficial to CNM.

SECTION III. ECONOMY AND PRICE-PART 2: PROJECT #1 COST PROPOSAL OFFERED TO CNM----20 POINTS POSSIBLE

1. Provide a detailed proposal, including the process, a timeline and cost to successfully complete Project #1, CNM’s Convocation Ceremony, tentatively scheduled for September 13, 2013. This event is a high profile event and requires close attention by all involved, including CNM’s Representative and the Contractor’s Project Manager overseeing the provision of the equipment and services. The Scope of Work Outline-Draft for Project #1 is located in Exhibit C attached hereto. Address in your proposal how all the items in Exhibit C will be addressed.

2. In your response to this Section, explain in detail how your company will assure timely and adequate responses to CNM’s Representative’s needs in making sure all equipment and materials are set up in an accurate and timely manner. Discuss the availability of your company’s Project Manager and how CNM’s Representative can contact the Project Manager at any time.

3. Describe your company’s contingency plans in the event of last minute requirements to make the event a success as well as other possible challenges such as weather issues, etc.

D. SECTION IV. REFERENCES----10 POINTS POSSIBLE

1. List a minimum of three (3) references your company has worked with, preferably with institutes of higher education, non-profit and/or community organizations and/or institutions of similar size to CNM during the last three (3) years that relate to the Offeror’s ability to perform the services 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,
your company 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.
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  # date

Signature of Member Authorized to Sign for Firm _________________________________

Printed/Typed Name and Title of Individual Signing ______________________________
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 Master 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 Master 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.
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 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)
EXHIBIT C: PROJECT #1, CNM CONVOCATION SEPTEMBER 2013

PROJECT #1, SCOPE OF WORK

I. Project Overview
   A. Special Event for 2013 CNM Convocation, which is held on a Friday in September (target date is September 13, 2013) for 2,000 employees of the college. The event includes one main session for employees and then three breakout sessions as well as tents for a buffet lunch.

II. Scope of Work
   A. Known Equipment Requirements:
      The vendor will be responsible for providing the following equipment and materials:
      1. 100x150 canopy
      2. 40x80 canopy
      3. Quantity of three, 20x20 canopies
      4. 16x24 stage 24” high
      5. 8x24 stage
      6. 8x8x30 stage
      7. Step unit
      8. Lighting for 100x150 canopy and all bracketing for lights
      9. Fans to cool 100x150 tent
      10. 2,000 chairs zip tied to pass fire inspection
      11. Sand bags and water barrels for canopies
      12. Sidewalls for canopies
      13. Blue and yellow swaging
      14. Blue and yellow pole covers
      15. Blue and yellow pipe and drape
      16. Black skirting
      17. Quantity of six, 8-foot tables
      18. Fire extinguishers and exit signs
      19. 70 KW whisper generator
      20. Free standing wall for generator to block noise
      21. Distribution boxes
      22. Other equipment and materials as needed that may be determined at a later date

   B. Work Scope, Contractor’s Responsibilities:
      1. Obtaining fire permit from state fire marshal.
      2. Ability to run power cords on the roof of the canopy.
      3. Set up two days before the event. Set up completed by 1 p.m.
      4. Tear down afternoon after the event.
      5. Required to meet with other vendors for the event, such as audio visual company and event directors. Ability to coordinate and problem solve with other vendors.
      6. Ability to change orders to meet logistic requirements of the event.
      7. Responsive to client calls and emails.
      8. 24-hour emergency response is essential. Provide name & cell number of Contractor’s project manager.
Master Special Events Equipment Rental Services Agreement-On Call, per RFP# P-343

THIS MASTER SPECIAL EVENTS EQUIPMENT RENTAL SERVICES AGREEMENT, including all exhibits thereto (Agreement), is made this ___th day of _____, 2013, by and between Central New Mexico Community College (CNM) and ________________ (Contractor).

Recitals:

WHEREAS CNM determined that the Contractor's proposal as being the most advantageous and may award any Special Events Equipment Rental Services projects (Project) to Contractor per RFP# P-343;

WHEREAS CNM and Contractor desire to enter into a written agreement for Special Events Equipment Rental Services;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE ONE
STATEMENT OF WORK

1.0 Contractor shall provide Special Events Equipment Rental Services as may be requested by CNM for any future Special Events Equipment Rental Services projects (Project). Each Project shall have its own Scope of Work (SOW), and Master Agreement Release Authorization (Release) under this Agreement. Every Release for an awarded Project shall be accompanied by a CNM Purchase Order that sets forth the SOW and Compensation for that particular Project. Pricing for future Releases may be based on the Compensation Schedule (Schedule) attached hereto under Exhibit A, or other mutually agreed pricing for a specific Release. Any changes to the Schedule shall be confirmed in writing and agreed to by both Parties.

ARTICLE TWO
CNM'S RESPONSIBILITIES

2.0 CNM does hereby contract with the Contractor, under the terms and conditions of this Agreement, to perform for CNM Special Events Equipment Rental Services as described in this Agreement and RFP# P-343. The Contractor’s requirements as defined in RFP# P-343 and the Contractor’s offer to RFP# P-343 are hereby incorporated into this Agreement and shall apply to the SOW and Compensation Schedule of any Project awarded under this Agreement.

2.1 CNM shall designate a Project Representative (Representative) to communicate on its behalf with the Contractor for any awarded Project. The Representative, or his/her designee, shall have authority to give general direction to the Contractor, to answer questions with respect to any Project, to review and process pay applications subject to other required approvals, and to initiate the change order process. CNM, by and through its Representative, Purchasing Officer and/or Office of Vice President for Finance & Operations shall administer this Agreement and shall have the authority to 1) modify or interpret this Agreement, or 2) to authorize the Contractor to perform additional services as needed, all of which are decisions which are to be made by CNM.

2.2 CNM shall give Contractor written notice of any change in the quality and scope of any Project.

ARTICLE THREE
SCOPE OF WORK AND CONTRACTOR’S RESPONSIBILITIES AND SERVICES

3.0 For all of the services in this Article Three of the Agreement, the Contractor shall be compensated per the terms set forth in Exhibit A attached hereto. Pricing for future Releases may be based on the Compensation Schedule (Schedule) attached hereto under Exhibit A, or other mutually agreed pricing for a specific Release.
3.1 Each Project awarded under this Agreement shall have its own SOW and cost. The cost of each Project shall be based on Exhibit A attached hereto or other mutually agreed pricing for a specific Release. The Contractor shall be responsible for the Contractor’s service responsibilities as described in the SOW for each Project awarded under this Agreement. The Consultant will endeavor to complete that SOW within the timeline as specified in the SOW.

Contractor shall provide the following:

1. Contractor shall designate a Contract Representative to communicate on its behalf with the CNM’s Representative for any awarded Project. The Contract Representative shall be responsible for insuring that the equipment and services required for all awarded Projects are provided in a timely and professional manner. Prior to the beginning of any awarded Project, Contractor shall provide the name and cell phone number for its Contract Representative to CNM’s Representative for all Projects awarded hereunder. The Contract Representative must be available for contact at any time, as the nature of awarded Projects usually requires work to be performed during early and late hours, including weekends and holidays.

2. All equipment and services as required by CNM for any Project.

3. Attend campus and community meetings if required by CNM for any Project. Contractor shall perform the services expeditiously as is consistent with the professional skill and care which is ordinarily applied by contractors of good standing with the local, state and federal requirements. Within ten (10) days of the award of a Project, the Contractor should submit for CNM’s approval a schedule for the performance of the Contractor’s services, and shall include allowances for periods of time required for the review and approval of submissions to CNM and any other agency having jurisdiction and the orderly progress of any Project. Time limits established by this schedule and approved by CNM shall not be exceeded, except for reasonable cause.

4. The Contractor shall provide a full Professional Team as needed to provide the necessary equipment and to perform the required services for any Project as appropriate to any SOW and for the performance of the services required by the Agreement or any Project awarded thereunder.

5. Review and comply with all laws, codes, and regulations applicable to the requirements of any Project, incorporating requirements imposed by governmental authorities having jurisdiction over any Project such as State of New Mexico, City of Albuquerque, and/or the County of Bernalillo.

6. Consider and advise CNM of any comparative values of alternative materials, systems and/or equipment for any Project, within the reasonable limits of any SOW.

ARTICLE FOUR
APPROPRIATE EQUIPMENT/SERVICES

4.0 The equipment and services required for any Project will be determined by CNM and the Contractor for any Project. Contractor may also suggest alternate equipment and/or services to make any Project successful, with CNM being the final authority to accept or decline these suggestions.

ARTICLE FIVE
TERM

5.0 The effective date of this Agreement shall be the date first written herein and shall continue in full force and effect for a period of four (4) years following that date.

ARTICLE SIX
USE OF SUBCONTRACTORS

6.0 If required, Contractor agrees to employ competent subcontractors as required under any Project’s scope of work as might be necessary to insure the success of any Project. Contractor shall furnish to CNM a list of these subcontractors for prior approval before engaging them for any Project. Contractor represents that services performed by the subcontractors under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under the same or similar conditions. Contractor represents that the performance of any subcontractor assigned by Contractor to work on any Project shall be in accordance with sound professional standards, and the requirements of this Agreement.
ARTICLE SEVEN
INDEMNIFICATION AND INSURANCE

7.0 Contractor agrees to indemnify, defend and hold harmless CNM, its officers and employees against all liability, claims, damages, losses or expenses (including attorney’s fees) arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees', consultants, subcontractors, errors, acts, omissions or negligence. This hold-harmless and indemnification clause is subject to the immunities, provisions and limitations of the New Mexico Tort Claims Act (Sections 41-4-1 et seq. N.M.S.A. 1972) and Section 56-7-1, N.M.S.A. 1978 and any amendments thereto.

7.1 Contractor shall comply with all requirements of Exhibit B, Insurance Requirements, attached hereto.

ARTICLE EIGHT
ASSIGNMENT AND SUCCESSORS

8.0 Contractor agrees not to sublet, sell or assign neither this Agreement nor any portion of any Project included herein, and not to enter into a partnership for the performance of the services and work contemplated by this Agreement with any person or persons without the prior written permission of CNM. Any approved successors or assignees shall be bound to and by the same terms and conditions as Contractor, and shall accept in writing the delegation of Contractor’s duties and responsibilities under this Agreement. Contractor remains responsible for completion of any Project and warranties. Contractor remains responsible for design integrity.

ARTICLE NINE
TIMELINESS OF PERFORMANCE

9.0 Contractor shall perform its duties and services under this Agreement with all reasonable diligence and continuous effort, and shall not delay any Project in order to perform under contracts entered into after this Agreement.

9.1 Contractor shall continue to perform any Project awarded under this Agreement through all disputes with CNM, the Contractor, or any subcontractor including but not limited to payment disputes and disputes regarding the scope of the Contractor’s obligations under the Agreement.

ARTICLE TEN
RECORDS AND AUDIT

10.0 Contractor shall maintain detailed time records that show the date, time and nature of services rendered. These records shall be subject to inspection by CNM, its representatives, and the State Auditor. CNM, its representatives, and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of CNM to recover excessive and/or illegal payments. CNM, its representatives and the State Auditor shall have access to and the right to examine and/or audit any directly pertinent records, books, documents and papers of Contractor involving transactions related to this Agreement for a period of three (3) years after final payment.

ARTICLE ELEVEN
APPLICABLE LAWS

11.0 Contractor shall adhere to all applicable State, Federal, local and CNM rules, laws, regulations, guidelines, the New Mexico Procurement Code, CNM’s Procurement Regulations, New Mexico’s Public Works Act (N.M. Stat. Ann. § 13-4-1, et. seq.), the New Mexico Prompt Payment Act, and all other applicable laws, statutes, codes, regulations, and the like, the policies and procedures associated with the work on any awarded Project to be performed.
ARTICLE TWELVE
TERMINATION

12.0 Termination for Cause. If Contractor, for any cause, fails or omits to carry out any 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 take corrective measures within such time. Contractor's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject this Agreement to immediate termination by CNM.

12.1 In the event of a for-cause termination, CNM shall terminate this Agreement by delivering to Contractor a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon such termination, the Contractor shall deliver to CNM all consulting services related to design plans, construction estimates, drawings, documents, survey books, and all other materials developed under this Agreement. CNM shall then have the right to retain the services of other Contractors to complete the Contractor's work under this Agreement, and shall have no obligation to seek bids for that replacement Contractor(s). The cost of completing the Contractor's work under this Agreement shall be paid for by applying the balance of the contract amount remaining on this Agreement at the time of termination. If the cost to complete the work for any Project awarded under this Agreement is less than the remaining contract amount, the remaining contract amount shall be paid to the Contractor. If the cost of completing the work for any Project awarded under this Agreement exceeds the contract amount, then the Contractor shall pay CNM for the difference between the contract amount and the cost to complete the Contractor's work.

12.2 Termination for convenience of CNM. On fifteen (15) business day’s written notice to Contractor, CNM may terminate this Agreement in whole or in part for its own convenience in the absence of any default of Contractor.

12.3 In the event of a termination for convenience, CNM shall terminate this Agreement by delivering to Contractor notice of termination without cause specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the sixteenth (16th) business day after delivery of the notice. Within ten (10) calendar days of the effective date of termination, Contractor shall deliver to CNM all design plans, construction estimates, drawings, documents, survey books and any or all other materials developed under this Agreement. Upon delivery of such notice, the Contractor shall have the right to receive payment for services satisfactorily performed to termination date, including reimbursement then due.

ARTICLE THIRTEEN
APPROPRIATIONS

13.0 The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of the State of New Mexico and/or CNM for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature and/or CNM, this Agreement shall terminate upon written notice being given by CNM to Contractor. CNM's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

ARTICLE FOURTEEN
RELEASE

14.0 Contractor, upon final payment to it of the amounts due for any Project, releases CNM, its governors, officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement as pertaining to any Project.

14.1 Contractor agrees not to purport to bind CNM or the state of New Mexico to any obligation not assumed herein by CNM or the State of New Mexico, unless Contractor has express written authority to do so, and then only within the strict limits of that authority.
ARTICLE FIFTEEN
CONFIDENTIALITY

15.0 Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without prior written approval of CNM.

ARTICLE SIXTEEN
CONFLICT OF INTEREST

16.0 Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement or any Project awarded under this Agreement. Contractor shall comply with the provisions of Section 10-16-12 N.M.S.A. 1978 which requires disclosure in writing to the office of the Secretary of State of the State of New Mexico amounts received under state contracts when and if such provisions become applicable.

ARTICLE SEVENTEEN
GOVERNING LAW/INTERPRETATION

17.0 The laws of the State of New Mexico shall govern this Agreement. In no event shall any portion of this Agreement be interpreted against a Party on the grounds that such Party drafted the provision in question. Both Parties acknowledge having had ample opportunity for review and comment by their attorneys and both Parties having participated in drafting this Agreement as a whole.

ARTICLE EIGHTEEN
MODIFICATION OF THE AGREEMENT

18.0 This Agreement shall not be altered, changed, amended, or modified except by an instrument in writing executed by the authorized representative(s) for the Contractor and CNM. The Contractor and CNM may negotiate changes to this Agreement pursuant to this Article 18.

ARTICLE NINETEEN
MERGER

19.0 This Agreement with its exhibits and schedules incorporates all of the agreements, covenants and understandings between the Parties thereto concerning the subject matter thereof. No prior agreements or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

ARTICLE TWENTY
CERTAIN PENALTIES

20.0 The State of New Mexico Procurement Code, Sections 13-128 through 13-1-199 N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

ARTICLE TWENTY ONE
NOTICES

21.0 Any notice required to be given under this Agreement shall be deemed sufficient, if given in writing and hand delivered to the following address or sent by first class mail, properly signed and addressed as follows:

If to CNM:
Central New Mexico Community College
ARTICLE TWENTY TWO
MISCELLANEOUS

22.0 Attorney’s Fees. In the event of litigation with respect to or related to this Agreement or any Project, such action shall be brought in the County of Bernalillo, State of New Mexico. The prevailing Party in any such litigation shall be entitled to recover reasonable attorney’s fees. The law of the State of New Mexico shall govern any litigation between CNM and the Contractor.

22.1 Insurance Requirements. The Contractor shall be required to carry insurance meeting the requirements in the Exhibit B hereto labeled "INSURANCE REQUIREMENTS" and as noted in the specifications. The Contractor will be required to submit the Certificates of Insurance to CNM’s Purchasing Director prior to commencing work under the Agreement. Insurance must remain in effect for the entire term of the Agreement.

22.2 The General Conditions attached hereto as Exhibit C are hereby incorporated to the extent they are not inconsistent with other provisions of this Agreement. In Exhibit C, “Seller” and “Consultant” mean “Contractor.”

22.3 Contract documents. The following are contract documents which form the contract between CNM and Contractor for any Project, and are incorporated by reference herein as if fully set forth herein:

1) This Master Special Events Equipment Rental Services Agreement between CNM and Contractor and all exhibits thereto.

2) CNM Purchase Order No. PA______ dated ________, 2013 and all exhibits thereto.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement the day and year last set forth below.
CENTRAL NEW MEXICO COMMUNITY COLLEGE

CNM (Signature)
Keith Adams, Senior Buyer
(Printed name and title)
Date: ______________________________

CONTRACTOR

CONTRACTOR (Signature)
(Printed name and title)
Date: ______________________________
EXHIBIT D: SAMPLE MASTER SERVICES AGREEMENT

EXHIBIT A (to Master Agreement)
COMPENSATION SCHEDULE

Contractor’s compensation will be determined for each awarded Project under this Agreement. The following listing is intended to be a non-comprehensive, general listing of Services that may or may not be used in any awarded Project hereunder:

(TBD)

NOTE: All compensation excluding NMGRT provided as a result of fulfilling the services described herein or as amended shall not exceed the agreed to amount for any Project.

For compensation under this Exhibit, CNM shall make payments for the Contractor’s services after acceptance and approval by CNM for any Project awarded under this Agreement.

The following provisions are applicable to this Exhibit A:

A. Contractor may add any applicable gross receipts tax to the fees and other payments payable hereunder. Contractor shall use and require the use of nontaxable transaction certificates by all other parties with whom it does business in connection with performing its services under this Agreement whenever allowed by law. In all events, Contractor shall not include gross receipts taxes paid to others as a part of the base dollar amount upon which Contractor calculates gross receipts taxes when billing its fees and expenses to CNM.

B. Contractor shall present separate monthly detailed invoices and statements of the services rendered. Contractor's invoices shall reference CNM purchase order number for any Project awarded hereunder and be submitted in a format that has been reviewed and approved in writing by CNM. Payments shall be made subject to CNM's approval of the statement of the services.
CERTIFICATES OF INSURANCE:
The Contractor shall furnish CNM one copy of each Certificates of Insurance herein required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, and 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, 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 thirty (30) days written notice has been provided to CNM.

COMPENSATION INSURANCE:
The Contractor shall procure and shall maintain during the life of this Agreement Worker's Compensation Insurance as required by applicable State law for all of the Contractor's employees, and in case of any such work being sublet, shall require the subcontractors to maintain such Worker's Compensation Insurance. In case any class of employee engaged in work on any Project under this Agreement 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 GENERAL LIABILITY INSURANCE:
The Contractor shall maintain insurance coverage of a maximum liability of one million dollars ($1,000,000) per occurrence. The insurance must remain in force for the life of the Agreement including all extension or renewals.

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 Agreement including all 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

SUBCONTRACTORS’ AND SUB-SUBCONTRACTORS’ 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 Exhibit B.

GENERAL:
All insurance policies are to be issued by companies authorized to do business under the laws of the state in which any 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 D: SAMPLE MASTER SERVICES AGREEMENT

EXHIBIT C (to Master Agreement)

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 materials and services will be accompanied by detailed drawings which indicate the design and layout of materials or supplies delivered to CNM under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

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

3. Acceptance and Rejection. If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or, if CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive CNM's right to claim damages for breach.

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

5. Changes. CNM 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 accepted portion; and (2) a reasonable amount to be approved by CNM, and not otherwise recoverable from other sources by Seller, with respect to the undelivered or unaccepted portion of this order. Provided, however, compensation hereunder shall not in any 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, Seller shall be entitled to an equitable adjustment at CNM's option.

7. Affirmative Action. Seller shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap. Seller agrees to: a) adhere to the principles set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for handicapped persons, minority group persons and women; b) take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; c) communicate this policy to both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large; d) provide CNM on a request a breakdown of employment 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 Contractors, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including 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 insurance for all employees performing work hereunder.

9. Patent and Copyright Infringement. 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 the testing is required, the discount time shall begin upon the completion of the tests.

11. Penalties. The Procurement Code, Section 13-1-18 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, grafts and kickbacks.

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

13. Payment Charges. Late payments shall be charged 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 harmless from any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

16. Debarment/Suspension. In performing the services and/or furnishing the goods specified within this purchase order, the vendor/contractor certifies that it is not suspended, debared 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 order. Further, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents and that the liability of CNM shall be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, NMSA 1978 41-4-1 through -2, 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 provision 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 "contractor" shall mean "this order", the term "contractor" shall mean "this order", 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
* Equal Employment Opportunity 52.222-6
Integrity of Unit Prices: 52.215-26(a)(b)
Notice to the Government of Labor Disputes: 52.222-1
Preference for U.S. Flag Carriers (For internal air travel): 52.247-63
Restriction on Subcontractor Sales to the Government 52.203-6
Service Contract Act of 1965 (Reserved) 52.222-41
* Termination for Convenience of Government (Education and other Nonprofit Institutions) 52.249-5(a)/(f)

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

* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.