REQUEST FOR PROPOSALS NO.: P-351 | TITLE: Legal Services

DUE DATE AND TIME:
On Or Before: August 7, 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 Agreement (hereinafter “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 an Agreement to the highest ranked successful Offeror to this RFP. CNM does not guarantee any Work to any Contractor who is awarded an Agreement. The issuance of future work 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 Agreement resulting from this RFP shall not restrict in any way CNM's right to contract with others for legal services and/or commodities similar to those specified in this RFP. Any Agreement awarded hereunder is not an exclusive agreement.

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 July 31, 2013 prior to the proposal due date to allow the Buyer to respond if applicable with an Amendment or addendum. 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 Agreement. Failure of the selected Offeror to fulfill the provisions of this request for proposals shall in no way relieve the obligation of the Offeror to furnish all services necessary to carry out the provisions of the Agreement and any project thereunder.

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

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

CNM is not responsible for representations made by any of its officers or employees prior to the execution of the Agreement 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
SECTION A: PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT, SUBMITTAL INSTRUCTIONS

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 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 response to SECTION D, EVALUATION CRITERIA, Paragraph 4, Part A, Section I through Section IV (pages 12-13)
   (ii) SECTION E: Signature of Firm’s Authorized Representative
   (iii) SECTION F: Debarment/Suspension Status & Non-Collusion Affidavit Form
   (iv) EXHIBIT B: Campaign Contribution Disclosure Form
   (v) Table of Contents to include section names, section numbers and page numbers
   (vi) Letter of Transmittal. The letter of transmittal will fairly and briefly depict the respondent’s proficiency, experience and capability to serve CNM and why the respondent believes they should be selected.
   (vii) Response length and font size: It is requested that your proposal response be limited to 20 double spaced pages no smaller than 10 point font. Note: Resumes, licenses, certifications will not be counted against the 20 page limit.
   (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 local time, August 7, 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-351, Due on or before 3:00 PM local time, August 7, 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: Thursday, July 25, 2013
Deadline for questions: Wednesday, July 31, 2013
Issue Addenda: Friday, August 2, 2013
Due Date: Wednesday, August 7, 2013
Due Time: 3:00 PM, Local Time
Location: CNM Purchasing Office
          Building A, Room A109
          525 Buena Vista SE
          Albuquerque, NM 87106

Shortlist for interview: Friday, August 9, 2013 (If deemed necessary)
Finalist Interviews: Wednesday, August 14, 2013 (If deemed necessary)
Begin Contract Negotiations on or before: Wednesday, August 14, 2013
Notice of Award on or before: Thursday, September 12, 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, governmental 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.
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 NMWA 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 or included in the RFP.

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 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. If requested, the vendor shall include a proposed schedule for completion of work under this Request for Proposals. It should contain an itemized breakdown 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 receive 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 assignible 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's notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. Termination and Delays. CNM, by written notice stating the extent and effective date 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 in no event exceed the total order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits.

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

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

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

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

7. Affirmative Action. Seller shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap. Seller agrees to: a) adhere to the principles set forth in Executive Order 11246 and 11375, and to undertake affirmative action program.

8. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by 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 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 Invitation.

ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

16. Debarment/Suspension. In performing the services and/or furnishing the goods specified within this purchase order, the vendor/contractor certifies that it is not suspended, debarred or declared ineligible from entering into contracts with the Executive Branch of the Federal Government, any State agency or local public body; nor is in receipt of a notice of proposed debarment or suspension from the Executive Branch of the Federal government, any State agency or local public body.

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 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
- Contractor Work Hours and Safety Standards Act/Overtime Comp. 52.222-4
- Equal Employment Opportunity 52.222-26
- Integrity of Unit Prices 52.215-26(a)(b)
- Notice to the Government of Labor Disputes 52.222-1
- Preference for U.S. Flag Carriers (International air travel) 52.219-4
- 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 a through z are incorporated into this contract.
1. SCOPE OF SERVICES:

Central New Mexico Community College (CNM) is soliciting proposals from all interested offerors for LEGAL SERVICES. The successful firm shall act as General Counsel to CNM and shall provide licensed attorney(s), certified and non-certified legal assistants, law clerks, clerical personnel, etc. required to provide legal representation and perform other legal services in a satisfactory and proper manner on an as needed basis. Attorney(s) shall be members of and in good standing with the New Mexico Bar and fully qualified to practice in this state. A price agreement shall be awarded for up to four years per NMSA 13-1-150. Be advised, the successful firm may or may not be the sole legal counsel for CNM; and, CNM in its sole discretion shall determine what work is to be assigned under the resultant agreement.

CNM desires to establish a new legal service contract before the end of the current contract period so as to ensure that there is no lapse in service. However, CNM may continue services under the contract or a temporary contract on a short term basis if negotiations are still in progress or if continuation of services is needed. Additionally, any legal proceedings begun during the term of the present contractor may be carried to completion by the current contractor.

Legal services as required by this proposal will necessitate close communication with the Governing Board, President, Vice Presidents, Comptroller, Director of Purchasing and Materials Management, Director of Human Resources, and other administrative officers. Without regard, members of the successful Offeror’s firm must be able to communicate to a variety of people with various backgrounds. The range of activities conducted by CNM is large and complex. The successful firm shall have expertise in a variety of areas and be able to deal with various legal problems at many levels on virtually a daily basis. The successful firm shall be easily accessible and readily available, either in person or by telephone, to provide consultation and advice as may be appropriate to the situation at hand.

The scope of services may include but shall not be limited to items 1 - 16 below:

1. Consider the Governing Board as the client and represent individual members of the Board, the President, and other employees of CNM to the extent only that there is no conflict of interest between the Governing Board and its employees or instrumentalities. Only represent other individuals in the manner and to the extent that there is no impropriety or appearance of impropriety in so representing such individuals.

2. Provide legal advice, represent CNM in litigation, review and/or prepare contracts, leases, various property and investment transactions, and related documents.

3. Provide legal services related to CNM fleet/motor-pool vehicles.

4. Review and/or prepare written determinations, requests for proposals, contracts, and related documents; and, provide legal advice and assistance in other procurement matters such as negotiations, protests and litigation.

5. Review CNM’s current and proposed employment policies and practices to assure compliance with equal job opportunities and affirmative action. Additional human resources matters that fall within the scope of services may include: discrimination, sexual harassment, termination hearings, employee rights, affirmative actions, civil rights, assistance with position classifications, employee records, benefits, policies and procedures, conditions of employment, reduction in force, collective bargaining, grievances, etc.

6. Provide assistance to administrators concerning students and staff discipline and/or suspension. Issues may concern specific areas of responsibilities for board members, teachers, administrators, as well as other personnel. Open meetings, public records, student instruction and services issues e.g., attendance, testing, instruction, etc. are common problems.
7. Offer training workshops to administrators on issues relating to specific areas of responsibility upon request.

8. Attend Board meetings or similar type functions and travel on behalf of the College. Media exposure due to the community interest in CNM must be anticipated. Attorney(s) will also interface with various other educational institutions, state agencies, departments, their officials and attorneys as necessary.

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

10. Advise CNM of any issues which may bear investigation, monitoring, or the like. Periodic status reports on major issues or as may be required by CNM will be provided.

11. Copy all documents filed with a Court, an administrative authority, or sent to opposing counsel to the Chair of the Board, President, and the Vice President for Finance and Operations.

12. Within thirty (30) days after assignment, provide the President and Vice President for Finance and Operations with a brief analysis of the task to be undertaken and a plan for performing the services required. With regard to litigation, this will include an assessment of the relative merits of the parties’ positions, and a litigation plan including a proposed time schedule.

13. Maintain and submit monthly detailed time records which set forth each service rendered in each matter, the person rendering such service, the hourly rate, the time expended in rendering such service, and the date such service was rendered. CNM has the right to audit billings both before and after payment, to contest any billing or portion thereof. Minimum billing shall be in .25 hour increments.

14. At the time of submission of any billing, submit to CNM a report indicating the current status of any litigation or other project, a summary of the activities undertaken for which the billing is being submitted, and a plan for future activities to be performed during the next billing cycle.

15. Discount billing by a minimum 5% for each month where the billing for services is more than $2,000.00 and provide a 2% payment discount for services paid within 15 days after receipt of invoice.

16. Faithfully perform all services in a professional manner with diligence and care.

CNM shall reimburse the successful firm for all out-of-pocket expenses, including reproduction, printing, courier services, telephone, taxes, travel and the like, which are reasonably incurred during the course of representation, at cost. Note: Contractor shall seek prior approval for any single item of reimbursable expense reasonably expected to exceed $500.00. A non-exhaustive list of examples of expenses for which CNM shall provide reimbursement are as follows:

a. mileage for travel by automobile outside Bernalillo County at the rate of $.32 per mile
b. photocopies at $.10 per page
c. electronic legal research at cost.
d. litigation expenses such as filing fees, deposition costs, and expert witnesses at cost.
e. long distance telephone charges at cost.
f. common carrier travel at the lowest available fare.
g. out of town lodging at economical hotels or motels, reasonable car rental, and meals to be charged at cost (with no extravagance).
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

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 27,000 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. EVALUATION CRITERIA:

A. STEP 1:
Written proposals shall be reviewed and evaluated in accordance with the evaluation criteria established below per 4., Criteria: Evaluation Criteria Section I through 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 of the written offers shall be the basis for awarding the top scored Offeror.

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:

EVALUATION CRITERIA:

I. ORGANIZATION INFORMATION AND PERSONNEL................................. (30 Possible Points)

a. Describe your organization, including a joint venture or association. Provide the name of the firm’s owner(s) and/or principal officer(s), and state the date of incorporation (or partnership), current annual dollar volume, and number of employees. Provide the firm’s organizational chart.

b. Provide a current resume for 1) all attorney(s) who would be assigned CNM projects, and 2) each additional employee who would provide services under the proposed agreement. Resumes should emphasize individual attorney(s) ability, depth, and expertise to prepare and/or review a variety of legal documents, and represent CNM in court litigation, hearings and other legal proceedings. Provide proof of licensure for attorneys and proof of certification/registration for other employees as applicable.

II. EXPERIENCE AND EXPERTISE.............................................................. (40 Possible Points)
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA

a. Describe your firm’s approach to providing and managing the anticipated services PER THE SCOPE OF SERVICES as described in this RFP. Detail your firm’s ability, depth of experience, and expertise as it relates to each of the services requested. Describe the firm’s knowledge and experience in issues related to the laws, rules or regulations which bind CNM and determine its environment. This includes, but is not limited to, federal and state statutes regarding education and rights of students, teachers and administrators; statutes affecting post-secondary institutions/local public bodies and certified personnel; procurement laws, financial regulations, collective bargaining, and the like.

b. Provide information that demonstrates your firm's capacity and capability to perform work, including any specialized services, on short notice and on a timely basis. Discuss how your firm will coordinate or provide particular services which may not be available in house. Furnish a listing of all proposed subcontractors.

c. Describe techniques planned to assure that schedule dates will be met. Review recent projects to demonstrate ability to meet schedules.

d. Provide a summary of current work and statement regarding ability to assign adequate staff and resources to meet schedules.

III. REFERENCES …………………………………………………………………………………………………………………(15 Possible Points)

a. Provide a list of all clients within the last three (3) years where you have provided work similar to that requested in this RFP. For each reference, provide a general overview of the services performed, and list the client's name, address, contact person's name, email address and a telephone number. Work performed in this area for public education or government institutions is especially of interest. There must be demonstrated competence communicating with a diverse and complex community. References listed must be willing to provide information about your firm’s quality of work and ability to meet schedules.

b. List three or more professional consultants your firm has used. Provide telephone numbers, email addresses and the name of the contact person who will be willing to provide information. Describe the projects, providing dates, locations, types, and dollar amounts.

IV. ECONOMY AND PRICE CONSIDERATIONS ……………………………(15 Possible Points)

a. Provide a fixed hourly rate schedule for all employees proposed to provide services under the resultant agreement.

b. List any additional applicable reimbursable expenses not previously identified by CNM and method for assessing charges.

c. State any additional billing discounts to be offered.

Note: All prices quoted to be exclusive of tax. Tax will be added as a separate item to the invoice at the prevailing rate at the time of billing.

V. RESIDENT OR VETERAN RESIDENT PREFERENCE:

a. Firms wishing to receive consideration of resident preference must submit a copy of their Resident Preference Certificate

b. Firms wishing to receive consideration of resident preference must submit a copy of their Resident Veteran Preference Certificate and Section G of this RFP.
SECTION E: SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

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

Please fill in all spaces below:

Legal Company Name___________________________________________________________
Address_______________________________________________________________________
City, State, Zip________________________________________________________________
Phone Number___________________________________________________________________
FAX Number____________________________________________________________________
Email___________________________________________________________________________
Contact Person for Clarification of RFP Response___________________________________
NM Tax ID_______________________________________________________________________
Federal Tax ID___________________________________________________________________
Applicable NM License Numbers__________________________________________________

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

OFFERORS WISHING TO RECEIVE THE RESIDENTIAL PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A VALID RESIDENTIAL PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE.

OFFERORS WISHING TO RECEIVE THE VETERAN RESIDENT BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A VALID RESIDENT VETERAN’S PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE.

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

# date # date # date # date # date

Signature of Member Authorized to Sign for Firm____________________________________
Printed/Typed Name and Title of Individual Signing_________________________________

RFP # P-351, Advertised July 25, 2013
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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 shall furnish UPON REQUEST, one copy each of Certificates of Insurance herein required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of Insurance carried by the Contractor. The Contractor shall furnish to CNM copies of limits. The Certificates of Insurance shall be in the format acceptable to CNM. Such certificates shall be filed with CNM and shall also contain the following statements:

1. The Governing Board of Central New Mexico Community College, Central New Mexico Community College, its agents, servants and employees are held as additional insured.

2. The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to CNM.

COMPENSATION INSURANCE:
The Contractor shall procure and shall maintain during the life of any resultant Agreement Worker's Compensation insurance as required by applicable State law for all of the Contractor's employees to be engaged at the site referred to in this solicitation in case of any such work sublet, the Contractor's Worker's Compensation insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than five hundred thousand dollars ($500,000).

CONTRACTOR'S PUBLIC LIABILITY INSURANCE:
The Contractor shall maintain insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extension or renewals. The limits effective July 1, 1992 are:

- Bodily Injury: Seven hundred fifty thousand dollars ($750,000) Each Occurrence
- Property Damage: One hundred thousand dollars ($100,000) Each Occurrence

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

- Bodily Injury: 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: DRAFT LEGAL SERVICES AGREEMENT

This Agreement is made, entered into and effective as of _______________________ between the Governing Board of the Central New Mexico community College (“CNM”), 525 Buena Vista SE, Albuquerque, New Mexico 87106; and ___________________________, (“Contractor”), whose address is ________________________________.

Recitals:

WHEREAS with its request for proposals numbered P-351 CNM solicited proposals for certain Legal Services;

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

   Attorneys to be assigned to CNM projects will be led by __________ who, as primary counsel, shall have overall responsibility for handling of the assignment of CNM work and monitoring of progress. In his absence or unavailability, ____________, serving as assistant primary counsel, will have responsibility for handling, assigning and monitoring tasks.

   CNM will have the right to reject and request replacement or substitution of any counsel CNM believe will not best serve its interests. The Contractor shall offer replacements, adjustments to rates (if fees are a factor) or any other alternative CNM may consider. Any adjustment shall be in writing and agreed to by both parties.

   The Contractor shall consider the Governing Board of Central New Mexico Community College as the client and shall represent the President, individual members of the Board, and other employees of CNM to the extent only that there is no conflict of interest between the Governing Board and its employees or instrumentalties. Contractor shall only represent other individuals in the manner and to the extent that there is no impropriety in so representing such individuals.
Legal services as identified and required by this agreement necessitates close communication with the Governing Board, President, Vice Presidents, Comptroller, Director of Purchasing and Materials Management, Director of Human Resources, and other administrative officers. The Contractor shall be easily accessible and readily available, either in person or by telephone, to provide consultation and advice as may be appropriate to the situation at hand.

The scope of services include but shall not be limited to items 1 - 14 below:

1. Provide legal advice, represent CNM in litigation, review and/or prepare contracts, leases, various property and investment transactions, and related documents.

2. Provide legal services related to CNM fleet/motor-pool vehicles.

3. Review and/or prepare written determinations, requests for proposals, contracts, and related documents; and, provide legal advice and assistance in other procurement matters such as negotiations, protests and litigation.

4. Review CNM’s current and proposed employment policies and practices to assure compliance with equal job opportunities and affirmative action. Additional human resources matters that fall within the scope of services may include: discrimination, sexual harassment, termination hearings, employee rights, affirmative actions, civil rights, assistance with position classifications, employee records, benefits, policies and procedures, conditions of employment, reduction in force, collective bargaining, grievances, etc.

5. Provide assistance to administrators concerning students and staff discipline and/or suspension. Issues may concern specific areas of responsibilities for board members, teachers, administrators, as well as other personnel. Open meetings, public records, student instruction and services issues e.g., attendance, testing, instruction, etc. are common problems.

6. Offer training workshops to administrators on issues relating to specific areas of responsibility upon request.

7. Attend Board meetings or similar type functions and travel on behalf of CNM. Media exposure due to the community interest in CNM must be anticipated. Attorney(s) will also interface with various other educational institutions, state agencies, departments, their officials and attorneys as necessary.

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

9. Advise CNM of any issues which may bear investigation, monitoring, or the like. Periodic status reports on major issues or as may be required by CNM will be provided.

10. Copy all documents filed with a Court, an administrative authority, or sent to opposing counsel to the Chair of the Board and CNM’s President, and the Vice President for Finance and Operations.

11. Within thirty (30) days after assignment, provide the President and Vice President for Finance and Operations with a brief analysis of the task to be undertaken and a plan for performing the services required. With regard to litigation, this will include an assessment of the relative merits of the parties’ positions, and a litigation plan including a proposed time schedule.
12. Maintain and submit monthly detailed time records, which set forth each service activity, rendered in each matter, the person rendering such service, the hourly rate, the time expended in rendering such service, and the date such service was rendered. CNM has the right to audit billings both before and after payment, to contest any billing or portion thereof. Minimum billing shall be in .25 hour increments.

13. At the time of submission of any billing, submit to CNM a report indicating the current status of any litigation or other project, a summary of the activities undertaken for which the billing is being submitted, and a plan for future activities to be performed during the next billing cycle.

14. Faithfully perform all services in a professional manner with diligence and care. Counsel is expected to utilize a reasonable degree of technological tools to save time and money (e.g. computerized word processing, form banks, etc.). Note: Contractor shall not bill for conference charges amongst Contractor attorneys unless prior authorization has been granted by CNM.

3. Compensation and Method of Payment:

A. Compensation: For performing the Services specified in Section 2 hereof, CNM agrees to pay the Contractor in accordance with the following schedule for attorney services performed (rates are inclusive of all general, administrative and overhead expense). Note, time spent recording service activity, preparing bills, responding to billing inquiries or familiarizing replacement counsel or paralegal personnel with an in process activity is not compensable. Contractor shall not bill for conference charges amongst Contractor attorneys unless prior authorization has been granted by CNM.

List of Attorneys, their title and hourly rates

* If other lawyers are called upon to perform services, they are to be placed into the appropriate category identified above based upon their experience.

CNM will pay for Certified Legal Assistant and Paralegal services at the rate of $_____ per hour. In addition, CNM shall reimburse Contractor, at cost, for all out-of-pocket expenses, including reproduction, printing, courier services, telephone, taxes, travel and the like, which are reasonably incurred by Contractor in the course of the representation. A non-exhaustive list of examples of expenses for which CNM shall reimburse Contractor is: (1) mileage for travel by automobile outside Bernalillo County at the rate of $0.32 per mile; (2) photocopies at $0.10 per page; (3) electronic legal research at cost; (4) airfare, car rental, meals and hotel accommodations; common carrier travel will be billed at lowest fare available, out-of-town lodging will be at economical hotels or motels and meals will be charged at cost (with no extravagance); (5) litigation expenses such as filing fees, deposition costs, expert witnesses; (6) long distance telephone charges at cost; and (7) outgoing faxes will be billed at $1.00 per page. There shall be no charge for incoming faxes. Contractor shall seek prior approval for any single item of reimbursable expense reasonably expected to exceed $500.00. Reimbursable expenses shall be listed on the monthly bill.

Routine secretarial functions are considered part of normal office overhead and shall not be billed. Examples of routine secretarial functions include organizing a file, typing subpoenas or other documents, preparing routine forms and pleadings, etc.
The parties agree to discuss annually the rates set forth above and consider adjustments based upon changes in the Consumer Price Index.

B. Method of Payment: Contractor shall be paid no less often than monthly upon receipt by CNM of a properly documented invoice for monthly payments as determined by the budgetary and fiscal guidelines for CNM. The Contractor shall follow any policies and procedures, which may from time to time be established by CNM for the efficient and cost effective processing of its business. The procedures may include a change in the format and requirements for billings submitted.

C. Time Records: The Contractor shall maintain and submit monthly detailed time records which set forth each service rendered in each matter, the person rendering such service, the hourly rate, the time expended in rendering such service, and the date such service was rendered. CNM has the right to audit billings both before and after payment, to contest any billing or portion thereof. Minimum billing shall be in .25 hour increments.

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

4. Indemnification and Insurance:

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

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

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

5. Interest of Contractor:

A. The Contractor represents and agrees that it presently has no direct or indirect interest and shall not acquire any direct interest that conflicts in any manner or degree with the performance of the Services required to be performed under this Agreement. Furthermore, the Contractor acknowledges CNM as its’ primary educational client and agrees to provide Services to CNM accordingly. CNM recognizes that Contractor is General Counsel for New Mexico CNM of Mining and Technology and also provides services to the University of New Mexico including lobbying services. These activities are not viewed by the parties as creating a conflict of interest at this time. The Contractor further agrees that no person having a conflict of interest will be employed to perform Services.
B. The Contractor hereby agrees to report to CNM, in writing, any situation in which the Contractor or a member of the Contractor’s firm may be asserting a position contrary to that of CNM. Such situations include but are not limited to instituting suit against CNM, any of its employees or departments or providing lobbying services on behalf of another governmental or educational client regardless of whether a conflict does exist under the Code of Professional Responsibility or Disciplinary Rules or whether the subject matter of the litigation to be CNMs a conflict of interest as related to the Contractor’s representation of CNM under this contract.

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

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

The Contractor, his employees or any other individuals subcontracting under this contract shall be responsible for signing and abiding by the CONFIDENTIALITY AGREEMENT BETWEEN CNM AND CONTRACTOR CONFLICT OF INTEREST DISCLOSURE STATEMENT per Exhibit 2.

6. Reporting:

Contractor will be required to provide periodic reports on all issues or projects being handled by the Contractor for CNM including, but not limited to, the status of projects, steps to be taken either by Contractor or CNM for successful completion of matter, projected cost of completion and identification of particular problems.

In addition, Contractor shall be required to attend monthly Governing Board meetings, which are held the second Tuesday of each month, to present before the Board a monthly legal services report, utilizing the reporting format outlined in Attachment “A”. In preparation of scheduled and unscheduled meetings Contractor may be called upon to review agendas for meetings in advance and consult with the President and Board members regarding anticipated issues.

All documents filed with a Court, or an administrative authority, or sent to opposing counsel shall be copied to the Chairperson of the Governing Board and the President.

The Contractor shall deliver to CNM for approval and acceptance, and before eligible payment for any amount due, all documents and materials prepared by and for CNM under this Agreement.

7. Periodic Training: Throughout the term of this agreement, Contractor is to consult with the President in effort to identify legal issues in which CNM administrators and staff could benefit from training and prepare and present training seminars on these issues. The training seminars are to
emphasis issues which are fundamental to the operation of CNM and are to include training in subject requirements imposed by new legislation or recent developments and in which employees may need refresher coursework; which will include open meetings and public records questions, conflict of interest issues, and the range of concerns that arise due to procurement laws, state auditor regulations, gross receipts tax issues and the application of the anti-donation clause of the New Mexico Constitution.

8. Policies and Procedures: In addition to providing periodic training programs, the Contractor is to periodically review the written policies and actual practices of various CNM departments, as identified by the President, to ensure compliance with applicable laws and regulations.

9. Termination and Delays: Termination for Cause. If Contractor, for any cause, fails or omits to carry out the Services in an acceptable manner CNM may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Contractor shall take corrective measures within such time. Contractor's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject this Agreement to immediate termination by CNM. In such event, CNM may otherwise secure the Services, and Contractor shall be liable for damages suffered by CNM, including incidental and consequential damages.

In the event of a for-cause termination, CNM shall terminate this Agreement by delivering to Contractor a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon delivery of such notice, Contractor shall have the right to receive payment for services performed to termination date, including reimbursement then due.

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

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

On thirty (30) calendar days’ written notice to CNM, Contractor may terminate this Agreement for any reason.

In the event of a no-cause termination, CNM shall terminate this Agreement by delivering to Contractor notice of termination without cause specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the fifteenth (15th) business day after delivery of the notice. Within ten (10) calendar days of the effective date of termination, Contractor shall deliver to CNM all documents and any or all other materials developed, prepared or held under this Agreement. Upon delivery of such notice, the contractor shall have the right to receive payment for services performed to termination date, including reimbursement then due.

The rights and remedies of CNM provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
As used in this paragraph, the word "Contractor" includes Contractor and its subcontractor at any tier.

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

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

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

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

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

15. **Approvals Required**: This Agreement shall not be binding on CNM until signed by the signatories required on the signature page hereof being rendered.

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

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

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

19. **Amendments**: This Agreement shall not be altered, changed or amended except by mutual agreement of the parties evidenced by an instrument in writing executed by the parties hereto.

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

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

22. **Arbitration**: All disputes under this Agreement, at election of either party, shall be submitted to arbitration at the choice of either party and shall be governed by the New Mexico Uniform Arbitration Act (N.M. Stat. Ann. SS 44-7-1 et seq.). All cases for arbitration shall be submitted to a panel of three arbitrators, one of whom shall be named by CNM, one by Contractor, and these two to select the third member of the panel. A majority decision of the panel shall be considered binding. The expenses and fees of the arbitration panel shall be borne equally by the parties. The arbitration panel shall not have the power or authority to award punitive damages or to shift costs or attorney's fees from one party to another. Either party shall have the right to apply to a court of the Second Judicial District Court of the State of New Mexico to reduce the arbitration panel's award to judgment.

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

24. **Documents Incorporated by Reference**: The following documents are incorporated into this Agreement and hereby made an integral part thereof:

   CNM request for proposal entitled "Legal Services" ("RFP #P-351")

   Contractor's Proposal dated ____________, submitted in response to RFP #P-351

   In the event of a conflict between documents, the following order of precedence applies: This Agreement; RFP #P-351; Contractor's Proposal.

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

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

   **Contractor:**

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

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

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

**Central New Mexico Community College:**

By: __________________________

Charlotte Gensler, Director, Purchasing and Materials Management

By: __________________________

Katherine Ulibarri, Vice President for Finance and Operations

**Contractor:**

By: __________________________
EXHIBIT D: MONTHLY REPORT FORM

TO: CNM Governing Board

FROM:

DATE:

RE: Reporting period

Dear Board Members:

This will be a report to the Board of the work performed by our firm for the month

(Counsel name): _____ hours
1. 
2. 
3. 

(Counsel name): _____ hours
1. 
2. 
3. 

Very Truly yours,

By:
EXHIBIT E: CNM NON DISCLOSURE AGREEMENT

Central New Mexico Community College

Non-Disclosure Agreement – for Contractors

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

WITNESSETH:

WHEREAS, Contractor has contracted with CNM to provide _______________________ services, as described in Request for Proposal(s) No. 351 and related documents (the “Contract”), the terms and conditions of which Contract are incorporated herein by reference; and

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

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

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

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

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

NOW, THEREFORE, for the reasons stated above, Contractor, as a precondition to its Contract with CNM and in partial consideration thereof, agrees and covenants with CNM as follows:
1. Contractor agrees to perform services under the Contract pursuant to any and all privacy and confidentiality requirements contained in state and federal laws and regulations applicable to CNM, as well as those state and federal laws and regulations applicable to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

Central New Mexico Community College               [Contractor/Vendor Name]

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

Contractor Employees who will have access:

Provide list