REQUEST FOR PROPOSALS NO.:   P-349

TITLE: Employee Assistance Program

RFP DUE DATE: April 17, 2014
RFP DUE TIME: 4:00 PM local time

BUYER: Greg Van Wart
Phone: 505-224-4546       Fax: 505-224-4548
E-mail address: gvanwart@CNM.edu

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

FREIGHT TERMS: FOB Destination Freight Included

PAYMENT TERMS: Net 30 Days

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

Any and all clarifications of instructions, specifications, scope, requirements, terms and conditions, insurance, bonds, or proposal preparation, etc. shall be made only by the Buyer listed above. All requests for clarification or exception to instructions, terms and conditions, specifications, requirements, scope, insurance, bonds, or proposal preparation, etc. must be made in writing, addressed to the Buyer listed above, and submitted no later than five (5) business days prior to the proposal due date. Technical questions concerning scope of work, CNM's requirements, needs or expectations and the vendor's requirements, needs or expectations must be directed to the technical clarification contact listed above. If a technical clarification contact is not listed above, then all such questions must be directed to the Buyer listed above. If appropriate in CNM's sole judgment, CNM Purchasing may issue a written Amendment or addendum which shall thereafter become part of this Request for Proposals. No oral interpretations shall be binding upon CNM unless reduced to a written amendment issued by CNM Purchasing prior to the proposal due date and time. Your reliance on any such oral interpretations shall be deemed to be unreasonable.

Each respondent, by submitting a response, represents that the respondent 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 contractor to fulfill the provisions of this request for qualifications shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

The general terms and conditions on the reverse side of CNM’s purchase order are an equal and integral part of this request for proposals (RFP) and are noted in Section C. The terms, conditions and specifications contained in this RFP along with any attachments and the Offeror’s response are hereby incorporated into all purchase orders issued as a result of this RFP, including any addenda. CNM reserves the right to negotiate with a successful Offeror (contractor) provisions in addition to those stipulated in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into the contract. Should an offeror object to any of the CNM standard terms and conditions that Offeror must propose specific alternative language that would be acceptable to CNM. 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. Offerors must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

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

Contractor 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. Service 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 proposal’s response to Section D, Evaluation Criteria. Responses shall be signed by a legally authorized representative of the Respondent. 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, vendors' proposals should be organized in a format that promotes the easy and clear evaluation of your proposal. To this end, the organization of your proposal should generally follow the Request for Proposals’ organization so that the Request and your proposal can be cross-referenced during the evaluation process. Likewise, information in your proposal should be presented in same order as the pertinent provisions of the Request for Proposals, referencing sections of the Request on any and all attachments that you include with your proposal. Each original proposal must be signed in ink by an authorized representative of your firm; all corrections shall be initialed in ink by person signing the proposal. The contents of the selected proposal may become part of any resultant award. If you wish to offer more than one proposal, clearly label the top as an alternate proposal and submit all responses in the same envelope as the original proposal. Submit the number of copies of your proposal as specified above. Each copy shall include all supporting documentation. Failure to submit the required number of copies may result in your proposal being considered non-responsive.

1. REQUIRED SUBMITTAL DOCUMENTS NEEDED WITH YOUR SEALED RESPONSE:
   a. OFFEROR’S response to SECTION D, EVALUATION CRITERIA, paragraphs 2.3.1 THROUGH 2.3.6.
      CNM desires that your response be in a point-by-point format for the Service Types being offered.
   b. SECTION E: Signature of Firm’s Authorized Representative
   c. SECTION F: Debarment/Suspension Status & Non-Collusion Affidavit Form
   d. EXHIBIT B: Campaign Contribution Disclosure Form
   e. Table of Contents to include section names, section numbers and page numbers
   f. 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.
   g. Response length and font size: Proposal responses should be limited to 40 double spaced pages no smaller than 10 point font. Sections E, F and Exhibit B, Offeror resumes and sample Service Agreements are excluded from this suggested page limit.
   h. Submit one (1) original and five (5) copies of your response to this RFP with your SEALED response.

NOTE: FAILURE TO SUBMIT ITEMS 1.A – 1.E. NOTED ABOVE WILL RENDER THE OFFER AS BEING NON-RESPONSIVE. ANY MODIFICATIONS TO SECTION E SIGNATURE OF FIRM’S AUTHORIZED REPRESENTATIVE RESPONSE FORM OTHER THAN FILLING IN THE FORM FIELDS IS NOT ACCEPTABLE AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR’S RESPONSE. THE GENERAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF CNM’S PURCHASE ORDER ARE AN EQUAL AND INTEGRAL PART OF THIS REQUEST FOR PROPOSALS (RFP) AND ARE NOTED IN SECTION C. THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THIS RFP ALONG WITH ANY ATTACHMENTS AND THE OFFEROR’S RESPONSE ARE HEREBY INCORPORATED INTO ALL PURCHASE ORDERS ISSUED AS A RESULT OF THIS RFP, INCLUDING ANY ADDENDA. CNM RESERVES THE RIGHT TO NEGOTIATE WITH A SUCCESSFUL OFFEROR (CONTRACTOR) PROVISIONS IN ADDITION TO THOSE STIPULATED IN THIS RFP. THE CONTENTS OF THIS RFP, AS REVISED AND/OR SUPPLEMENTED, AND THE SUCCESSFUL OFFEROR’S PROPOSAL WILL BE INCORPORATED INTO THE CONTRACT. SHOULD AN OFFEROR OBJECT TO ANY OF THE CNM STANDARD TERMS AND CONDITIONS THAT OFFEROR MUST PROPOSE SPECIFIC ALTERNATIVE LANGUAGE THAT WOULD BE ACCEPTABLE TO CNM. 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. OFFERORS MUST PROVIDE A BRIEF STATEMENT OF THE PURPOSE AND IMPACT, IF ANY, OF EACH PROPOSED CHANGE FOLLOWED BY THE SPECIFIC PROPOSED ALTERNATE WORDING. OFFEROR’S WHO HAVE QUESTIONS OR CONCERNS REGARDING THESE REQUIREMENTS ARE ENCOURAGED TO CONTACT CNM’S PURCHASING OFFICE FOR CLARIFICATION.
**PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT:**

2. **SUBMITTAL DEADLINE AND LOCATION**

   All responses must be received in a SEALED envelope by CNM no later than 4:00 PM Thursday, April 17, 2014.

   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-349, Due on or before 4:00 PM local time, Thursday, April 17, 2014.

   **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.**

   a. Faxed or electronically mailed responses will NOT be accepted and CANNOT be considered for award.

   b. 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.

   c. Responses will not be publicly opened.

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

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

3. **TENTATIVE SEQUENCE OF EVENTS**

   a. Questions/Clarifications Accepted through Thursday, April 3, 2014

   b. RFP Amendments Issued by Thursday, April 10, 2014

   c. Submission of Proposal

   **PROPOSALS MUST BE SEALED AND DATE STAMPED RECEIVED BY CNM PURCHASING DEPARTMENT SUBMISSION DEADLINE, ON OR BEFORE:**

   **Due Date:** Thursday, April 17, 2014.
   **Due Time:** 4:00 PM, Mountain Time

   **Location:**
   CNM Purchasing Office
   Building A, Room 109
   525 Buena Vista SE
   Albuquerque, NM 87106

   d. Shortlist Finalists April 29, 2014 (If deemed necessary)

   e. Finalist Interviews May 2, 2014 (If deemed necessary)

   f. Begin Contract Negotiations May 12, 2014

   g. Notice of Award May 19, 2014

   h. Effective date of coverage July 1, 2014
SECTION A: STANDARD PROPOSAL TERMS AND CONDITIONS FOR RFP # P-349

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. CHANGE IN CONTRACTOR REPRESENTATIVES. CNM reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of CNM, meeting its needs adequately.

6. CHANGES/ALTERATIONS AFTER AWARD. Changes or alterations after the award can only be made if agreed to in writing by CNM.

7. 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.

8. DAMAGE AND SECURITY OF CNM PROPERTY. The successful offeror shall be responsible for all damage to persons or property that occurs as a result of his/her fault or negligence, or that of any of his/her employees, agents and or subcontractors. He/she shall save and keep harmless CNM against all loss, cost, damage, claims, expense or liability in connection with the performance of the resultant price agreement. Any equipment or facilities damaged by the successful vendor's operations shall be repaired and or restored to their original condition at the vendor's expense, including but not limited to cleaning and painting. The successful vendor shall be responsible for security of all his/her equipment and for the protection of work done under the resultant price agreement until final acceptance of the work.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 misrepresentations 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.

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

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

18. GOVERNING LAW. This Request for Proposals and all resultant price agreements shall be interpreted and governed by the Laws of the State of New Mexico.
SECTION A: STANDARD PROPOSAL TERMS AND CONDITIONS FOR RFP # P-349

19. INSURANCE REQUIREMENTS. The successful vendor(s) 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 the Certificate of Insurance only upon request by CNM 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. POTENTIAL COSTS UNSPECIFIED. The Vendor shall include in its proposal all goods, material and labor costs that it knows or should know will be required to complete the work under this Request for Proposals including any goods, materials, labor or other costs that are not specifically identified in the specifications of this Request for Proposals. All such costs shall be identified in the proposal and separately stated in the price or pricing proposed in the proposal.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. REPORTS AND INFORMATION. At such times and in such forms as CNM may require, there shall be furnished to CNM such statements, records, reports, data and information, as CNM may request pertaining to matters covered by all resultant agreements to this Request For Proposals.
SECTION A: STANDARD PROPOSAL TERMS AND CONDITIONS FOR RFP # P-349

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

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

43. 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.

All submittals must be in a SEALED envelope, received at CNM's Purchasing Office on or before the due date and time. Faxed or electronically mailed responses will NOT be accepted.

The sealed envelope should be marked on the lower left outside corner to identify this RFP #, the RFP Due Date and Opening Time, and the respondent firm's company name, contact person, phone and email.

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.

44. 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.

45. 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.

46. 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.

47. TERMINATION. Termination for cause. If the contractor, for any cause, fails or omits to carry out the work in an acceptable manner, CNM may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Contractor shall be required to take corrective measures within such time. Contractor's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject the Agreement to immediate termination by CNM. In the event of a for-cause termination, CNM shall terminate the Agreement by delivering to the Contractor a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon delivery of such notice, Contractor shall have the right to receive payment for services performed prior to termination date, including reimbursement then due.
Termination for convenience of CNM. On fifteen (15) business days written notice to Contractor, CNM may terminate the Agreement in whole or in part for its own convenience in the absence of any default by Contractor. In the event of a no-cause termination, CNM shall terminate the Agreement by delivering to Contractor notice of termination without cause specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the fifteenth (15) business day after delivery of the notice. Within ten (10) calendar days of the effective date of termination, Contractor shall deliver to CNM all documents and any other materials developed under the Agreement. Upon delivery of such notice, the Contractor shall have the right to receive payment for services performed to termination date, including reimbursement then due.

48. 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.

49. VENDOR SCHEDULE REQUIRED. The vendor shall include a proposed schedule for completion of work under this Request for Proposals. It should contain an itemized break down of all items and projects, including testing dates if applicable.

50. WITHDRAWAL OF PROPOSALS. Proposals may be withdrawn by written notice, telegram or in person by an vendor or an authorized representative any time prior to the award. Proposals requiring proposal security may result in forfeiture of the security if the proposal is withdrawn following the opening.

51. 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 the services rendered. Contractor shall maintain a detailed record 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 prejudice CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

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

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

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

5. Changes. CNM may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of CNM. Any claim of Seller for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Seller's confirmation 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; provided, however, compensation hereunder shall not in any event exceed the total order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits.

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

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

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

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

7. Affirmative Action. Seller shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap. Seller agrees to: a) adhere to the principles set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; b) take affirmative steps to specifically to maintain employment policies and practices that affirmatively promote equality of employment opportunity for handicapped persons, minority group persons and women; c) take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; d) communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large; d) provide CNM on request a breakdown of labor force by race or gender and job category; and e) discuss with CNM its policies and practices relating to its affirmative action program.

8. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or contractors, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damages 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 here under 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 F.O.B. point specified, Seller shall notify CNM of the changes in writing and obtain approval from CNM's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.

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

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

15. OSHA Regulations. The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this Invitation. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANYED 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 -4-17, as amended.

SECTION 2 GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and condition of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "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 52.222-701
- * Contract Work Hours and Safety Standards Act-Overtime Comp. 52.222-4
- Equal Employment Opportunity 52.222-26
- Integrity of Unit Prices 52.215-26(a)(b)
- Notice to the Government of Labor Disputes 52.222-1
- Preference for U.S. Flag Air Carriers (For Internal air travel) 52.247-63
- Restriction on Subcontractor Sales to the Government 52.203-6
- Service Contract Act of 1946 (Reserved) 52.222-41
- * Termination for Convenience of Government (Education and other Nonprofit Institutions) 52.249-5(a)(f)

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

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

RFP # P-349, Advertised Sunday, March 23, 2014
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1. SCOPE OF REQUEST:

Central New Mexico Community College (CNM) is requesting proposals for an EMPLOYEE ASSISTANCE PROGRAM (EAP). Administrators at CNM recognize that a wide range of personal issues, not directly associated with one's job, can have an adverse effect on the work performance of employees. In an effort to assist employees, CNM has the need to continue to provide an Employee Assistance Program for CNM employees and their immediate family members.

CNM wishes to qualify and award the highest ranked respondent with an indefinite quantity Price Agreements to provide job description, classification and compensation consulting Services as described in this RFP. The initial term of the resultant Price Agreement(s) arising from this Request for Proposals shall be for a one (1) year term. CNM reserves the option to renew the resultant Price Agreement(s) in accordance with New Mexico Statutes Annotated (NMSA), Section 13-1-150, 1978, contingent upon fiscal funding, contractor performance, if such renewal is found to be in the best interests of CNM. Renewal options, if exercised, shall be exercised in one (1) year increments. The maximum term including all exercised renewals shall not to exceed a total of eight (8) years.

Any resultant Price Agreement may be made available for use by other Institutions of Higher Education and Central Purchasing Offices within the State of New Mexico. An Awardee of an Indefinite Quantity Price Agreement established with CNM has the opportunity to market the resultant Price Agreement to other local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, “Procurement under existing contracts.” Any purchases and transactions that take place under this allowance shall be between the Awardee and the respective Agency and in no way shall be the responsibility of CNM. Any institution of higher education and central purchasing office within the state of New Mexico other than Central New Mexico Community College utilizing this price Agreement will be required to administer its own contract documents.

1.1 CNM INSTITUTIONAL INFORMATION:

As the largest institution of higher learning in New Mexico, Central New Mexico (CNM) Community College has a history of being an innovative and forward-thinking institution. Through quality instruction, affordable tuition, and diverse program and certificate opportunities that lead to jobs, CNM is often the first choice for college freshmen or adult learners seeking to refresh or update their skills. CNM offers both in class and online instruction to seven different campus locations throughout Bernalillo and Sandoval counties. In 2012-2013, CNM enrollment was 41,577 students; of which, 6,733 were graduates.

In August 2013, CNM President Katharine Winograd was named Western Region Chief Executive Officer of the Year by the Association of Community College Trustees. In April 2013, CNM won the prestigious American Association of Community Colleges’ Student Success Award for its fast-rising graduation numbers and its innovative CNM Connect student-support model that has been emulated at other community colleges around the country. CNM is accredited with the North Central Association of the Higher Learning Commission.

In 2013-2014, CNM will process over $100 Million in payroll for 2400+ full-time and part-time employees to include faculty, staff, and student employees. For the purpose of this compensation analysis, only staff and executive positions will be reviewed. Faculty and work study and student employee positions will be excluded. CNM currently has over 275+ position titles in the staff and executive positions.

It is CNM’s goal to be “The Best College To Work For” in 2014 and future years beyond. CNM is committed to being fair and competitive in employee total compensation and in ensuring its salary structure is in compliance with the Fair Labor Standards Act (FLSA), the Equal Pay Act (EPA), New Mexico’s most recent equal pay law, the Fair Pay for Women Act (FPWA) and all applicable laws and regulations related to employment.
1.2 SCOPE OF WORK

Central New Mexico Community College (CNM) is requesting proposals for an EMPLOYEE ASSISTANCE PROGRAM (EAP). Administrators at CNM recognize that a wide range of personal issues, not directly associated with one's job, can have an adverse effect on the work performance of employees. In an effort to assist employees, CNM has the need to continue to provide an Employee Assistance Program for CNM employees and their immediate family members.

The program will provide services in an effective, efficient manner for addressing the mental health, alcohol, and other drug related problems of the work force; assisting employees with job performance issues and respond to those seeking assistance; directing employees toward the best assistance possible; and providing continuing support; guidance throughout the problem-solving period and/or mediation. In addition provide assistance with personal problems such as marital, family and adolescent/child.

The program will serve as a resource for management intervening with employees whose personal issues are affecting their job performance due to personal and/or work issues. Most importantly, the program will benefit both the organization, the employees and their immediate family members.

The Employee Assistance Program will assess employees and/or their immediate family member's issues; provide counseling on a limited basis; serve as the case manager for referrals resulting from positive identification of problems and serve as a referral resource when the identified problem requires the services of a specialized professional or the need for longer term treatment. Services shall be provided to both full time and part time employees.

CNM’s current utilization based on the average of 1850 covered lives was as follows:

<table>
<thead>
<tr>
<th></th>
<th>Utilization-Case</th>
<th>Active</th>
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</tr>
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<tbody>
<tr>
<td>April 2012-March 2013</td>
<td>Utilization-Lives</td>
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<td>3.3%</td>
</tr>
<tr>
<td>April 2013</td>
<td>Utilization-Case</td>
<td>Active</td>
<td>6.1%</td>
</tr>
<tr>
<td>April 2013-March 2013</td>
<td>Utilization-Lives</td>
<td>Covered</td>
<td>3.3%</td>
</tr>
<tr>
<td>April 2013-June 2013</td>
<td>Utilization-Case</td>
<td>Active</td>
<td>2.0%</td>
</tr>
<tr>
<td>April 2013-June 2013</td>
<td>Utilization-Lives</td>
<td>Covered</td>
<td>1.0%</td>
</tr>
<tr>
<td>July 2013-November 15, 2013</td>
<td>Utilization-Case</td>
<td>Active</td>
<td>3.1%</td>
</tr>
<tr>
<td>July 2013-November 15, 2013</td>
<td>Utilization-Lives</td>
<td>Covered</td>
<td>1.6%</td>
</tr>
</tbody>
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SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA FOR RFP # P-349

Services performed by the successful contractor shall include but not be limited to items 1-14 listed below. Technical questions concerning the services requested should be directed to Greg Van Wart at (505) 224-4546.

1. To assist the Human Resources Department in developing a program that places emphasis on the needs of the employee by making the program user friendly and to enhance policies and procedures which govern the program.

2. To develop text for promotional materials that explains the program and how to access the services provided by the Contractor. Recommended promotional materials consist of the following, but will not be limited to:
   * Posters
   * Employee Newsletter (Express) inserts
   * Central New Mexico Community College (CNM) EAP brochure
   * EAP website

3. To deliver up to 40 hours of onsite training a year for Faculty and Staff.

4. To deliver up to 40 hours of onsite group intervention and critical incident time per year.

5. To provide six (6) sessions to any regular full or part-time employee as well as to members of their immediate family – spouse, domestic partners, and dependent children as defined by CNM. Additionally, any regular full or part-time employee involved in a critical incident which results in trauma while on work time for CNM will be allowed 5 additional sessions arranged by the EAP.

6. To provide unlimited consultations to the CNM Human Resources Executive Director and/or supervisor who requests information about referrals they have made or anticipate making.

7. To provide medical release forms, evaluation instruments, and other forms that will be completed either by employees, family members that utilize the program, or CNM Human Resources.

8. To provide the CNM Human Resources Department Executive Director with quarterly and semi-annual reports which will detail, but not be limited to the following information:
   * Utilization rates
   * Demographics of employees served
   * Source of referral
   * Summary of other activities performed by the Contractor
   * Identification of specific work place management problems
   * Summary of evaluation surveys completed by employees utilizing the program
   * Summary of referring supervisors’ assessment forms
   * Ad Hoc as requested
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA FOR RFP # P-349

9. To coordinate all services including follow-up with treatment providers, CNM Human Resources Executive Director, other insurance providers, supervisors, family members, and other parties involved in the delivery of service.

10. To make presentations, as requested, to CNM on the status of the program.

11. To be current on standards of practice regarding employee treatment in the workplace, especially as it relates to liability and litigation issues.

12. To understand the health insurance benefits package and coordinate its utilization in a cost-effective manner.

13. Must attend one (1) health fair annually (location to be determined).

14. To provide services on an on-call basis, 24-hour, 7-day per week for crisis intervention.

FEE FOR SERVICES AND TERM OF AGREEMENT

Central New Mexico Community College has determined that the contractor shall be paid a monthly fee per employee for providing the services listed under the Scope of Services.

A one-year price agreement shall be awarded with the option to renew for seven (7) additional one-year periods contingent upon mutual agreement and fiscal funding.

2 EVALUATION CRITERIA

2.1 STEP 1: Written proposals shall be reviewed and evaluated in accordance with the evaluation criteria established below per 2.3.1 Section I. through 2.3.6 Section VI. CNM reserves the right to reject all offers and issue a new RFP if necessary. An evaluation committee shall evaluate written proposals based on the weighted evaluation criteria. Rankings will be based upon an average tabulation of all individual committee member scores.

If interviews are not conducted, then the score based ranking shall be the basis for awarding the top scored Offeror.

2.2 STEP 2 (optional): If interviews are to be conducted, then the score based rankings of the written offers shall be used as the basis to create a short list of those top ranked firms. Interviews shall be scored in accordance with the evaluation criteria taking into account the information provided in the written response and any additional questions related to the scope of the RFP. Additional questions related to the scope of this RFP may be submitted to shortlist in advance or during interviews.

Information and/or factors gathered during interviews, negotiations, and any reference checks, in addition to the evaluation criteria rankings, may be utilized in the final award decisions. References may or may not be reviewed at the discretion of CNM. CNM reserves the right to contact references other than, or in addition to, those furnished by a Respondent.
Final rankings will be based upon an average tabulation of all individual committee member scores after interviews and will not be averaged with STEP 1 scores.

2.3 CRITERIA

2.3.1 SECTION I. BACKGROUND AND EXPERIENCE (35 POSSIBLE POINTS)

1. Offerors shall state the year in which their business was established, where management is headquartered, and the types of services provided.

2. Outline the firm's established network with local resources for referral purposes.

3. Provide normal days of operation for appointments in person and via phone.

4. Discuss Explain the firm's experience in the design and implementation of an Employee Assistance Program.

5. Indicate the firm's experience with identifying problems in the area of workplace issues, chemical dependency, emotional and behavioral disorders, family dysfunction, and financial and legal matters.

6. Offerors shall detail their ability, depth of experience, and expertise as it relates to the services requested.

2.3.2 SECTION II. EDUCATION AND CREDENTIALS (20 POSSIBLE POINTS)

1. State the number of employees and their area of expertise that will be providing services to CNM under the proposed agreement.

2. Provide a current resume for each of the firm's employees who will be providing services under the proposed agreement. Documentation of professional degrees and training may be requested. Each resume shall minimally contain the following information:
   a. Professional degrees, education and training relevant to the services requested;
   b. Postgraduate training;
   c. State of New Mexico certification and/or licensor as well as national certification; and
   d. Professional affiliations.

3. List the types of providers contracted to be in your network (i.e. therapists, physicians, psychologists, etc.) and the educational and licensing requirements for all contracted providers.

2.3.3 SECTION III. PROPOSED IMPLEMENTATION PLAN (15 POSSIBLE POINTS)

1. Offerors shall detail a proposed plan to provide the services listed herein – including identification of responsible parties.
2. Identify any requirements on the part of CNM – including data feeds, enrollment data, medical plan information, etc.

2.3.4 SECTION IV. COST FOR SERVICES (10 POSSIBLE POINTS)

1. State cost of EAP services in a monthly PEPM cost to CNM.

2. Confirm the cost quoted above is inclusive of all 14 services identified in the Scope of Services section. Identify any variance from the requested services.

3. State the cost to provide additional counseling sessions to employees involved in "critical incidents" for five (5) sessions above and beyond the six (6) sessions as provided in item 5 of the scope of services listed above.

2.3.5 SECTION V. REFERENCES (10 POSSIBLE POINTS)

1. Offerors shall provide a list of clients they have served within the last three (3) years. Include size of organization, nature of services provided, contact person, and telephone number. To include if available three (3) higher educational institutions, three (3) clients of comparable size, and three (3) local clients (within New Mexico).

2.3.6 SECTION VI. SAMPLES OF MATERIALS (10 POSSIBLE POINTS)

1. Offerors shall include the following samples of materials: training outline (a listing of trainings that your company offers), brochure, flyers, orientation forms, medical release forms, and evaluation forms.

3. AWARD.

Any/all award(s) made as a result of this RFP shall have the following precedence of documents:
1. CNM’s Purchase Order with terms and conditions as mutually agreed between the Parties.
2. Vendor’s Service/License Agreement(s) as mutually agreed between the Parties.
3. CNM’s Request for Proposals # P-349, Scope of Work, Terms and Conditions.
4. Contractor’s response to Request for Proposals # P-349.
SECTION E: SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

ANY MODIFICATIONS TO THIS SECTION E SIGNATURE OF FIRM’S AUTHORIZED REPRESENTATIVE RESPONSE FORM OTHER THAN FILLING IN THE FORM FIELDS IS NOT ACCEPTABLE AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR’S RESPONSE. THE GENERAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF CNM’S PURCHASE ORDER ARE AN EQUAL AND INTEGRAL PART OF THIS REQUEST FOR PROPOSALS (RFP) AND ARE NOTED IN SECTION C. THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THIS RFP ALONG WITH ANY ATTACHMENTS AND THE OFFEROR’S RESPONSE ARE HEREBY INCORPORATED INTO ALL PURCHASE ORDERS ISSUED AS A RESULT OF THIS RFP, INCLUDING ANY ADDENDA. CNM RESERVES THE RIGHT TO NEGOTIATE WITH A SUCCESSFUL OFFEROR (CONTRACTOR) PROVISIONS IN ADDITION TO THOSE STIPULATED IN THIS RFP. THE CONTENTS OF THIS RFP, AS REVISED AND/OR SUPPLEMENTED, AND THE SUCCESSFUL OFFEROR’S PROPOSAL WILL BE INCORPORATED INTO THE CONTRACT. SHOULD AN OFFEROR OBJECT TO ANY OF THE CNM STANDARD TERMS AND CONDITIONS THAT OFFEROR MUST PROPOSE SPECIFIC ALTERNATIVE LANGUAGE THAT WOULD BE ACCEPTABLE TO CNM. 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. OFFERORS MUST PROVIDE A BRIEF STATEMENT OF THE PURPOSE AND IMPACT, IF ANY, OF EACH PROPOSED CHANGE FOLLOWED BY THE SPECIFIC PROPOSED ALTERNATE WORDING.

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

Please fill in all spaces below:

Legal Company Name___________________________________________

Address__________________________________________________________________________

City, State, Zip__________________________________________________________

Phone Number__________________________________________________________

FAX Number____________________________________________________________

Email________________________________________________________________________

Contact Person for Clarification of Proposal 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 ISSUED BY NEW MEXICO TAX & REVENUE 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 ISSUED BY NEW MEXICO TAX & REVENUE WITH THEIR SEALED RESPONSE.

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

#     date     #     date     #     date     #     date     #     date

Signature of Member Authorized to Sign for Firm, Printed/Typed Name and Title of Individual Signing______________________________________________
SECTION F: DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

DEBARMENT/SUSPENSION STATUS
1. The vendor/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The vendor/contractor agrees to provide immediate notice to CNM's Purchasing Department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this bid but prior to the award of the purchase order/contract.

NON-COLLUSION AFFIDAVIT
The undersigned, duly authorized to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing bid (such persons, firm and/or corporation hereinafter being referred to as the vendor/contractor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm, or corporation, nor any person duly representing the same joining and participating in the submission or the foregoing bid/proposal, has directly or indirectly entered into any agreement or arrangement with any other vendor/contractors, or with any employee of CNM, or any person, firm or corporation under contract with CNM whereby the contractor, in order to induce the acceptance of the foregoing bid by CNM has paid or is to pay any other vendor/contractor or to the aforementioned persons anything of value whatsoever, and that the vendor/contractor has not directly or indirectly entered into any agreement or arrangement with any other vendor/contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

CERTIFICATION
The undersigned hereby certifies that he/she has read the above Non-Collusion Affidavit and Debarment/Suspension Disclosure Statement and that he/she understands and will comply with these requirements. The undersigned further certifies that he/she have the authority to certify compliance for the vendor/contractor named below.

Signature_________________________________________Title__________________________
Printed/Typed Name_________________________________________Date__________________
Legal Company Name________________________________________
Address______________________________________________________________________
City/State/Zip__________________________________________________________
SECTION G: RESIDENT VETERANS PREFERENCE CERTIFICATION
USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

______________________________ (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 the Owner copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

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

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

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

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

$400,000 per person/$750,000 per occurrence plus $300,000 for medical and $100,000 for property damage for a total maximum liability of $1,150,000 per occurrence.

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

Bodily Injury: $750,000. Each Occurrence
Property Damage: $100,000. Each Occurrence

SUBCONTRACTOR'S AND SUB-SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:
The Contractor shall either:

(1) Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub-subcontract Public Liability Insurance of the types and amounts specified above or,

(2) Insure the activities of the subcontractors or sub-subcontractors in the Contractor's policy as required under this Article.

GENERAL:
All insurance policies are to be issued by companies authorized to do business under the laws of the state in which the work is to be done and acceptable to Owner.

The Contractor shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies.
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.

THESE FORMS 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)