

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

INVITATION TO BID NUMBER: T-2778	TITLE: Security Uniforms
DUE DATE: November 6, 2009	TIME: 3:00PM Local Time
BUYER: David Martinez (505) 224-4546	TECHNICAL CLARIFICATION: David Martinez (505) 224-4546 davidm@cnm.edu
NUMBER OF RESPONSES REQUIRED: One Original and One Copy	FREIGHT TERMS: FOB Destination Freight Included PAYMENT TERMS: Net 30 Days

INSTRUCTIONS TO BIDDERS

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

To bid on the goods or services specified herein, type or print the information requested in the spaces provided on the response form. All blank spaces for bid prices, manufacturer's name and product number offered, delivery, warranty, etc. must be written in ink or typed. Corrections shall be initialed in ink by person signing the bid. When bidder makes mistakes in calculating total price where quantities are involved, the unit price shall prevail. If you wish to offer more than one bid for a single item or group of items specified, copy the response form and fill in all spaces by typing or printing in ink. Clearly label the top as an alternate bid, and submit all responses in the same envelope as the original bid. Submit the number of copies of your bid specified above. Each copy is to include all supporting documentation. Failure to submit the required number of copies may result in your bid being considered non-responsive.

The completed bid package must be placed in a sealed envelope and submitted to the above address no later than the time and date specified above. Failure to properly identify this RFB # and Bid Due Date and Time on the lower left outside corner of your sealed proposal envelope may result in either premature opening of your proposal or failure to open it upon the correct closing date and time.

Note: Any and all clarifications of instructions, specifications, scope, requirements, terms and conditions, insurance, bonds, or bid 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 bid preparation, etc. must be made in writing, addressed to the Buyer listed above, and **submitted no later than five (5) days prior to the bid due date.** Technical questions concerning the requirements of the requester should be directed to the technical clarification contact listed above. **If appropriate, CNM Purchasing shall issue a written Amendment/Addendum which shall thereafter become part of this Invitation to Bid. No oral interpretations shall be binding upon CNM unless reduced to a written amendment issued by CNM Purchasing prior to the bid due date and time.**

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SECTION A STANDARD BID TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT OF AMENDMENT/ADDENDUM.** Bidders shall acknowledge receipt of any amendments/Addenda to this Invitation by identifying the amendment 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 Invitation or the resultant price agreement shall be in writing and delivered in person or via first class mail to the following address:
Central New Mexico Community College
Purchasing Department
525 Buena Vista, SE
Albuquerque, NM 87106
3. **ALTERNATE BIDS.** The brand names, part and or catalog numbers are used to describe the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Alternate bids will be accepted and considered, unless otherwise specified in the supplementary bid terms and conditions, provided they are equal to and meet all specifications of this Invitation which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and or technical specifications. Failure to do so may cause offer to be declared non-responsive. CNM reserves the right to make the final determination of whether an alternate bid is equal. It is the contractor's responsibility to provide, as part of the bid, descriptive literature and specification information on all alternates bid. If the bid is not clearly identified as an alternate item, it is understood that the items are bid as specified.
4. **AWARD OF BIDS.** CNM reserves the right to award this bid based on price and any other evaluation criteria contained herein; to reject any and all bids or any part thereof, and to accept the bid that is in the best interest of CNM.
5. **BID OPENING.** Bid will be opened publicly on the bid due date and time specified on the bid cover sheet in the Purchasing Department Office. Anyone may attend the opening.
6. **CANCELLATION.** CNM reserves the right to cancel without penalty this Invitation, the resultant price agreement or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of CNM.
7. **CHANGES/ALTERATIONS AFTER AWARD.** Changes or alterations after the award can only be made if agreed to in writing by CNM.
8. **CONTRACTOR GUARANTEE.** The contractor 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.
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, CNM, 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 contractor of his/her contractual obligations. However, failure to notify CNM promptly will be a basis for determining the contractor responsibility in an otherwise excusable delay.
11. **DISCREPANCIES.** If any bidder is of the opinion that the bid specifications as written preclude him/her/it from submitting a response to this Invitation to Bid, it is specifically requested that the bidder's opinion be made known to the Buyer, in writing, at least seven (7) days prior to the established bid opening date.
12. **GENERAL TERMS AND CONDITIONS.** CNM's General Terms and Conditions are an equal and integral part of this Invitation.
13. **CONTRACT.** CNM's purchase order shall be considered the binding agreement/contract. In the event of any inconsistent or incompatible provisions, the purchase order (excluding contractor's bid) shall take precedence, followed by the provisions of the Invitation to Bid, and then lastly, the terms of the vendor's bid response.
14. **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.
15. **GOVERNING LAW.** This Invitation and the resultant price agreement will be interpreted and governed by the Laws of the State of New Mexico.
16. **INSURANCE REQUIREMENTS.** The contractor may be required to carry insurance meeting the requirements in the Exhibit labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. Contractor must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under the resultant price agreement. Insurance must remain in effect for the entire term of the resultant price agreement and must be extended to coincide with any future price agreement extension. This Invitation to Bid Number must appear on the Certificate of Insurance. **Note: A potential contractor or the Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If a contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled immediately.**
17. **INVITATION IS ENTIRE AGREEMENT.** This Invitation constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered nor amended in any way except as provided for in this Invitation.
18. **INVITATION TERMS PART OF CONTRACT.** This Invitation 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.

19. **LATE SUBMISSIONS.** Late submissions of bids will not be considered unless it is determined by CNM that the late receipt was due solely to mishandling by CNM or if the bid is the only one received. All other late submissions will be returned unopened.
20. **MODIFICATIONS.** Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening.
21. **NEW MATERIALS REQUIRED.** All materials and equipment delivered and or installed under this Invitation shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment (unless otherwise specified in the supplementary bid terms and conditions). Where two or more units of the same class of materials and or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the items shall be submitted to CNM's authorized representative.
22. **NUMBER FOR BID CLARIFICATION.** The Bidder should include a local or toll-free number for bid clarifications. Failure to do so may result in the bid being declared non-responsive.
23. **OPTION TO RENEW.** CNM reserves the option to renew the resultant agreement, contingent upon fiscal funding, as provided for within Section 13-1-150 NMSA 1978, if such renewal is found to be in the best interests of CNM. Renewal options will be exercised in increments of one-year terms unless otherwise agreed to by both parties.
24. **PACKAGING.** Packaging of materials shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the contractor's expense.
25. **PAYMENT DISCOUNTS.** CNM will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the lowest responsible bidder.
26. **PERIOD FOR BID ACCEPTANCE.** The Bidder agrees, if his/her bid is accepted within 90 calendar days of the closing date, to furnish the goods and services at the prices set forth in his/her bid, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in removal from the bidlist. An additional time period may be requested elsewhere in this Invitation.
27. **POTENTIAL COSTS UNSPECIFIED.** The contractor shall include in his/her bid all material and labor costs known to be required to complete the work under this Invitation including any materials, labor or other costs that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the price bid.
28. **PUBLIC INFORMATION.** All information, except that marked as confidential, will become public information at the time that the Bid is opened. 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.
29. **RELEASES.** Upon final payment of the amount due under the terms of the resultant agreement, the Contractor shall release CNM, its officers and employees from all liabilities, claims and obligations arising from or under the terms of the resultant agreement. The Contractor agrees not to purport to bind CNM to any obligation not assumed herein by CNM unless CNM has expressly authorized the Contractor to do so and then only within the strict limits of that authority.
30. **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 Invitation to Bid.
31. **RESIDENTIAL PREFERENCE.** In evaluating bids for purchases over \$20,000 using State funds, residential preference of 5% will be used in compliance with Sections 13-1-21 of the New Mexico Statutes 1978 Annotated, Chapter 13. Federal law prohibits the use of residential preference when the expenditure involves Federal funds.
32. **RESPONSIBLE BIDDER.** CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of a bidder (i.e., prove that his/her 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 invitation for bids). Bidder shall provide audited financial statements if requested by CNM.
33. **RESPONSIVENESS OF BIDS.** Bidders are hereby expressly instructed that all bids in response to this solicitation shall meet all specifications and requirements of this solicitation.
34. **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.
35. **SIGNATURE.** The response must be signed by an authorized representative in order for bid to be considered responsive. Complete and return the form labeled "Signature of Firm's Authorized Representative" with bid response.
36. **STATUS OF CONTRACTOR.** The Contractor 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 contractor acknowledges that all sums received under the resultant agreement are personally reportable by him/her for income, self-employment and other applicable taxes.
37. **SUBCONTRACTORS.** Any work subcontracted by the contractor shall require the prior written approval of the subcontractor by CNM.
38. **SUBMISSIONS OF SAMPLES/DRAWINGS/LITERATURE.** It may be necessary to test samples or have demonstrations to make an award. All samples, when required, shall be furnished free of expense to CNM. Returns shall only be made at the Bidder's request and expense. Bid samples or descriptive literature should not be submitted unless expressly requested; and, regardless of any attempt by a bidder to condition the bid, unsolicited bid samples or descriptive literature shall be submitted at the Bidder's risk.
39. **TAXES.** CNM is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on Materials, except construction materials used by a contractor. Services are not exempt. Taxes on services should be included as a separate line item and not included in your base price bid. Applicable taxes are excluded from the evaluation of the bid.

40. **TECHNICALITIES.** CNM reserves the right to waive any technical irregularities in the form of the bid of the low bidder which do not alter price, quality or quantity of the services, construction or items of tangible personal property bid.
41. **TELEGRAPHIC/FACSIMILE BIDS.** Telegraphic/Facsimile bids will not be considered. However, bids may be modified by telegraphic/facsimile notice, provided that the notice is received by the time and date specified for the closing.
42. **WITHDRAWAL OF BIDS.** Bids may be withdrawn by written notice, telegram or in person by a bidder or an authorized representative any time prior to the award. Bids requiring bid security may result in forfeiture of the security if the bid is withdrawn following the opening.
43. **ARBITRATION.** In an effort to resolve any conflicts that arise during the term of a resultant Agreement, the contractor and CNM shall agree that all disputes between them arising out of or relating to the Agreement shall be submitted to nonbinding mediation unless the parties agree otherwise. The expense and fees of mediation shall be borne equally by the parties. In the event the dispute is not resolved by mediation, the dispute 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. Section 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 committee 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.
44. **EXCLUSIVE RIGHTS.** Under no circumstances shall this Agreement be construed or deemed to be a contract whereby CNM grants Contractor exclusive right to furnish CNM its needs or requirements for services described herein.
45. **TERMINATION.** Termination for cause. If the contractor, for any cause, fails or omits to carry out the work in an acceptable manner, CNM may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Contractor shall be required to take corrective measures within such time. Contractor's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject the Agreement to immediate termination by CNM. In the event of a for-cause termination, CNM shall terminate the Agreement by delivering to the Contractor a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon delivery of such notice, Contractor shall have the right to receive payment for services performed prior to termination date, including reimbursement then due.

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.

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

Central New Mexico Community College

GENERAL TERMS AND CONDITIONS

SECTION B.

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.

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.

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.

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.

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's Purchasing department may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing.

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 may terminate this order by written notice in whole or in part for Seller's default if Seller refuses or fails to comply with the provision of this order, or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time.

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. Equal Employment Opportunity. Contractor 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.

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.

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.

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.

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.

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.

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

Table with 2 columns: Provision Name and FAR Reference Number. Includes items like Anti-kickback Procedures (52.203-7), Buy American Act (52.225-1), and Termination for Convenience of Government (52.249-5(a)(f)).

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

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

SECTION C: SCOPE OF WORK, SPECIFICATIONS FOR BID #T-2778

Central New Mexico Community College CNM is requesting bids to establish an indefinite quantity price agreement on behalf of the Security Department. Bidders are encouraged to submit prices on any or all items as their ability to furnish dictates. All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this agreement. All freight, insurance, repairs from normal wear and tear and other associated costs are to be included in the unit costs bid. The bidder should present in detail all products and services offered in response to this invitation. It is the bidder's responsibility to make sure all products proposed are adequately described. Any offer which proposes like quality, design or performance will be considered, providing sufficient descriptive literature, specification sheets, etc. are included to properly evaluate the equivalency. It should not be assumed that the buyer has specific knowledge of the products proposed, but has sufficient technical background to conduct an evaluation when presented complete information. Sample products and/or additional information to support an "or approved equal" may be required at no charge to CNM. Such items shall be delivered to the Purchasing Department within three (3) working days of the request. CNM WILL BE THE SOLE JUDGE OF EQUIVALENCY.

Brand name or equal specification: The use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. **Alternate brands will be considered.**

Note: 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.

Note: Bidders are encouraged to offer payment terms other than net 30. Please indicate payment terms on Bid response form. Although CNM appreciates payment discounts offered, payment terms will not be used as an evaluation factor in determining award.

A company submitting bids will upon request, provide a sample of proposed product (i.e. material and written specifications). Questions regarding this process may be addressed by contacting David Martinez at (505) 224-4546.

Specifications as follows:

Midnight navy (color) pants, 5.11 tactical series or equal, 65% polyester, 35% rayon fire retardant*, sizes will vary, (number needed 235) approximate number of officers at this time is 47.

Purchase of French blue (color) long and short sleeve shirts, 5.11 tactical series or equal 64% polyester, 34% rayon fire retardant*, 2% lycra spandex. Sizes will vary, 235 equal mix of short and long sleeve.

Note: * Indicates a critical specification
Fire Retardant

Services are to include:

Each officer will be fitted and issued five (5) pants and five (5) shirts (3 short sleeves, 2 long sleeves). CNM Security department will supply uniform patches and these patches will be sewn onto the shirts by the company that is awarded the bid. (left should will have the CNM patch, right should will have the American Flag) .

The successful bidder is required to stock an inventory of the uniforms so that CNM Security employees can be sized for and obtain delivery of uniforms on an immediate basis. This immediacy is required to replace uniforms damaged in the line of duty, to provide initial sets of uniforms to new hires, to provide warranty replacements, and other situations where replacement uniforms are deemed necessary at once. For this reason, the successful bidder must have a store location within the limits of the City of Albuquerque for the easy access of CNM Security Officers. The store must be open at least 5 days per week during regular business hours and have uniforms available for CNM Security employees to try on and select their size.

PLEASE RETURN IN DUPLICATE:

- **Sections D.** Bid Response Form
- **Section E.** Signature of Firms Authorized Representative/Debarment/Suspension Status & Non-Collusion Affidavit Form
- **Section F.** Small and Small Disadvantaged Business Certification.
-

Please retain all remaining pages for your files.

SECTION D: RESPONSE FORM FOR BID #T-2778

Company name _____

Residential Preference number _____

Bid amounts shown below shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this agreement. All freight, insurance, repairs from normal wear and tear and other associated costs are to be included in the unit costs bid.

Prices bid must be good for the first year term. If the price is to change in subsequent yearly contract renewals, indicate the maximum annual increase per year, expressed as a percentage.

The initial quantity to be ordered is an estimate only; actual quantity usage may fluctuate up or down. The successful bidder will be required to fill all orders placed regardless of estimated quantities shown.

Upon award, a price agreement will be issued. Subsequent purchase orders will be released on an as needed basis against the resultant price agreement.

NOTE: Price agreement(s) may be awarded on a unit basis for each individually numbered item to the lowest responsible bidder; or when a group of items have been consolidated for uniformity, it may be necessary to bid all inclusive items to receive consideration.

NOTE: * Indicates a critical specification fire retardant.

NOTE: Bid will be based on estimated annual quantity

No.	Est. Annual Qty	Unit	Description	Unit Price	Ext. Price	Maximum percentage cost increase per year.
1	300	EACH	Midnight Navy (color) pants, 5.11 tactical series or equal performance: <ul style="list-style-type: none"> • 65% polyester, • 35% rayon* • Fire Retardant • Sizes Small to XXXXL (52plus) State Brand _____ Delivery Date _____	\$ _____	\$ _____	_____
2	300	EACH	French Blue (color) long and short sleeve shirts, 5.11 tactical series or equal performance: <ul style="list-style-type: none"> • 64% polyester • 34% rayon • fire retardant*, • 2% lycra spandex. • Sizes will vary, 235 equal mix of short and long sleeve. State Brand _____ Delivery Date _____	\$ _____	\$ _____	_____
PAYMENT DISCOUNTS OFFERED: Note: CNM will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the lowest responsible bidder.				_____	_____	N/A
				TOTAL UNIT PRICE FOR ITEMS #1 AND #2 \$ _____	EXT. TOTAL for items #1 and #2 \$ _____	N/A

SECTION E
SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

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

Please fill in all spaces below:

Company Name _____

Address _____

City, State, Zip _____

Phone Number _____ FAX Number _____

Contact Person for Clarification of Bid Response _____

Residential Preference Number (*Applies to BIDS over \$20,000 only*) _____

NM Tax ID _____ Federal Tax ID _____

Applicable NM License Numbers _____

Is your firm a "New York state business enterprise"? Yes _____ No _____ If yes, provide supporting documentation.

Acknowledgment of Amendment/Addendum

Specify Number(s) and Date(s) _____
date # date # date # date # date

Printed/Typed Name and Title of Individual Signing _____

Signature of Member Authorized to Sign for Firm _____

DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM

DEBARMENT/SUSPENSION STATUS

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

NON-COLLUSION AFFIDAVIT

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

CERTIFICATION

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

Signature _____ Title _____

Printed/Typed Name _____ Date _____

Company _____

Address _____

City/State/Zip _____

EXHIBIT A: INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE

The Contractor shall furnish the Owner 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.

**EXHIBIT B
SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION**

- 1.0 Small Business - An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201
- 1.a Small Disadvantaged Business - a Small Business Concern owned and controlled by **socially and economically disadvantaged** individuals; and
- (1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals and
 - (2) Whose management of daily operations is controlled by one or more such individuals. The contractor shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act and
 - (3) Is certified by the SBA as a Small Disadvantaged Business.
- 1.b Women-Owned Business Concern - A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.
- 1.c HUBZone Small Business Concern - A business **that is located in historically underutilized** business zones, in an effort to increase employment opportunities, investment and economic development in those areas as detem-lined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.
- 1.d Veteran-Owned Small Business Concern - A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.
- 1.e Service Disabled Veteran-Owned Small Business - A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101 (2) with a disability that is service connected as defined in 13 U.S.C 101(16).

Company Name: _____ Telephone: _____

Street Address: _____ County: _____

City: _____ State & Zip: _____

Is this firm a (please check): Division Subsidiary Affiliated? Primary NAICS Code _____

If an item above is checked, please provide the name and address of the Parent Company below:

Signature and Title of Individual Completing Form:

Date

Please return this form to:
 CNM Community College
 Purchasing Department
 A Bldg, Room A-128
 525 Buena Vista SE
 Albuquerque, NM 87106
 (505) 224-4546 (voice)
 (505) 224-4548 (fax)

NOTE:
 This certification is valid for a one-year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.

Check All Categories That Apply:

- 1. Small Business
- 2. Small Disadvantaged Business **(Must be SBA Certified)**
- 3. Woman Owned Small Business
- 4. HUBZone Small Business Concern **(Must be SBA Certified)**
- 5. Veteran Owned Small Business
- 6. Disabled Veteran Owned Small Business
- 7. Historically Black College/University or Minority Institution
- 8. Large Business

Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA OR 202-205-6618, You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-530 1. (Rev. 3/8/04)

Thank you for your cooperation.