REQUEST FOR PROPOSALS NO.: P-358  
TITLE: District Wide Site and Safety Wayfinding Plan  
DUE DATE AND TIME:  
On Or Before: November 05; 3:00 PM LOCAL TIME  
SUBMITTAL TYPE:  
Sealed Response  
Responses sent by fax or email will not and CANNOT be considered for award.  
NUMBER OF RESPONSES REQUIRED: One (1) Original and Five (5) Copies  
NON-MANDATORY PRE-PROPOSAL MEETING  
DATE: Wednesday, October 23, 2013, 3:00–4:00 PM  
Location: CNM’s LSA Building, Room 203  
525 Buena Vista Dr. SE  
NOTE: Attendance at this non-mandatory meeting is STRONGLY recommended. Meeting Room 203 is located upstairs in the LSA Building.  
BUYER: Keith Adams  
Phone: 505-224-4546  
Fax: 505-224-4548  
E-mail address: jadams49@cnm.edu  
FREIGHT TERMS: FOB Destination Freight Included  
PAYMENT TERMS: Net 30 Days  

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SECTION A: PROPOSAL SUBMISSION REQUIREMENTS, INSTRUCTIONS and TENTATIVE SCHEDULE

SUBMISSION REQUIREMENTS:

Central New Mexico Community College (CNM) invites you to submit an offer 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.

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 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).

Should an Offeror object to any of the terms and conditions of this RFP, the Offeror must expressly identify any and all exceptions to this proposal’s scope of work, terms and conditions in their proposal response to receive consideration, and propose specific alternative language. CNM may or may not accept the alternative language. General references to the Offeror’s terms and conditions or attempts at complete substitutions are not acceptable to CNM and will result in disqualification of the Offeror’s proposal. The final terms and conditions of any resultant contract may differ from those provided herein. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into and become part of the awarded Price Agreement.

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. should be made in writing, addressed to the Buyer listed above, and submitted no later than five (5) days prior to the proposal due date. Technical questions concerning 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.

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.

INSTRUCTIONS:

To submit a proposal, provide a type written document responding to the scope of work/services, specifications, and evaluation criteria contained herein. Unsigned responses to SECTION E: Signature of Firm’s Authorized
SECTION A: PROPOSAL SUBMISSION REQUIREMENTS, INSTRUCTIONS and TENTATIVE SCHEDULE

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 SECTION D, EVALUATION CRITERIA, Sections I-IV
      (1) Table of Contents to include section names, section numbers and page numbers
      (2) Response length and font size: Proposal responses should be limited to 10 double spaced pages no smaller than 10 point font. Table of contents, resumes and/or proof of licensure will not be counted as part of your page count
   b. Submit one (1) original and five (5) copies of your response to this RFP with your SEALED response.
   c. SECTION E: Signature of Firm’s Authorized Representative
   d. SECTION F: Debarment/Suspension Status & Non-Collusion Affidavit Form
   e. EXHIBIT A: Campaign Contribution Disclosure Form
   f. EXHIBIT B: Insurance Requirements UPON REQUEST BY CNM
   g. EXHIBIT C: Sample Services Agreement

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 SHOULD 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.

2. SUBMITTAL DEADLINE AND LOCATION

All responses must be received in a SEALED envelope by CNM no later than 3:00 PM Tuesday, November 05, 2013.

Responses are to be submitted via MAIL, COURIER, or HAND DELIVERED to:
Central New Mexico Community College
Purchasing Department
SECTION A: PROPOSAL SUBMISSION REQUIREMENTS, INSTRUCTIONS and TENTATIVE SCHEDULE

525 Buena Vista Drive SE
A Building, Room A109
Albuquerque, NM 87106
Attn: RFP # P-358, Due on or before 3:00 PM November 05, 2013

PLEASE ENSURE THAT YOUR SEALED ENVELOPE IS LABELED WITH YOUR FIRM'S NAME, ADDRESS, RFP NUMBER, AND OPENING DATE AND TIME. Failure to properly identify this RFP #358, 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.

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

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.

Responses will not be publicly opened.

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

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

3. TENTATIVE SCHEDULE

RFP advertised: Sunday, October 20, 2013
Non-Mandatory Pre-proposal Meeting Wednesday, October 23, 2013
Deadline for questions: Thursday, October 24, 2013
Issue Addenda Friday, October 25, 2013
Due Date: Tuesday, November 05, 2013
Due Time: 3:00 PM, Local Time
Location: CNM Purchasing Office
Building “A”, Room A109
525 Buena Vista SE
Albuquerque, NM 87106

Shortlist Finalists Tuesday, November 19, 2013 (If deemed necessary)
Finalist Interviews Friday, November 22, 2013 (If deemed necessary)
Begin Contract Negotiations Monday, November 25, 2013
Notice of Award Tuesday, December 10, 2013
SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS

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

2. ADDRESSES FOR NOTICES. Any notice required to be given or which may be given under this Request for Proposals or the resultant price agreement shall be in writing and delivered in person or via first class mail to Central New Mexico Community College, Purchasing Department, 525 Buena Vista, SE, Albuquerque, NM 87106.

3. AWARD OF PROPOSALS. CNM reserves the right to award this proposal based on price and any other evaluation criteria contained herein; to reject any and all proposals or any part thereof, and to accept the proposal that is most advantageous to CNM, taking into consideration the evaluation factors set forth in this Request for Proposals.

4. CANCELLATION. CNM reserves the right to cancel without penalty this Request for Proposals, the resultant price agreement or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of CNM.

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

6. CONFIDENTIALITY. Any information provided to or developed by the successful vendor in the performance of the resultant agreement shall be kept confidential and shall not be made available to any other individual or organization by the successful vendor without prior written approval of CNM.

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

8. DELIVERY. Delivery is an important consideration and may be a factor in determining the award. Please state your earliest delivery date in the space provided on the response form. Delivery to be made to Receiving/Warehousing, Central New Mexico Community College, 901 Buena Vista SE, Albuquerque, NM 87106, unless otherwise specified.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. ERRORS. CNM is not liable for any errors or misinterpretations made by the vendor responding to this Request for Proposals. No advantage shall be taken by Vendors in the omission of any details. Any misstatements of fact, misrepresentations or errors in the Vendor’s proposal may, at the sole discretion of CNM, be cause for disqualification. Each vendor is responsible for ensuring that all information provided in its proposal is accurate and complete in its entirety.
SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS

17. 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.

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

19. 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.

20. INSURANCE REQUIREMENTS. The successful vendors may be required to carry insurance meeting the requirements in the Exhibit labeled “INSURANCE REQUIREMENTS” or as noted in the specifications. The successful vendors shall submit ONLY UPON REQUEST BY CNM the Certificate of Insurance to the appropriate Buyer prior to commencing work under the resultant price agreement. Insurance must remain in effect for the entire term of the resultant price agreement and must be extended to coincide with any future price agreement extension. This Request for Proposals Number must appear on the Certificate of Insurance. Note: The successful vendor shall agree to comply with state laws and rules pertaining to workers’ compensation insurance for its employees. If the successful vendor fails to comply with the Workers’ Compensation Act and applicable rules when required to do so, the resultant contract may be canceled effective immediately.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. OPTION TO RENEW. CNM reserves the option to renew the resultant agreement, contingent upon fiscal funding, as provided for within Section 13-1-150 NMCA 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.

27. 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.

28. 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.

29. 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 RFP list. An additional time period may be requested elsewhere in this Request for Proposals.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.
SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. SIGNATURE. The response must be signed by an authorized representative in order for proposal to be considered responsive. Complete and return the form labeled “Signature of Firm’s Authorized Representative” with proposal response.

41. 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.

42. 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.

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

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

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

45. 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.

46. 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.

47. 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.

48. 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.
SECTION B: STANDARD PROPOSAL TERMS AND CONDITIONS

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.

49. 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.

50. 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.

51. 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.

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

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

3. Acceptance and Rejection. If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or if, in CNM's opinion, 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 notice 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 part rata price order for the delivered and accepted portion; and (2) a reasonable amount to be approved by CNM, and not otherwise recoverable from other sources by Seller, with respect to the undelivered or unaccepted portion of this order. Provided, however, completion prior to the date of this notice shall in no event exceed the total order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits.

CNM may terminate this order by written notice in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this order, or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, CNM may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for all 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) adopt and strictly adhere to the principles set forth in Executive Order 11246, and undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for handicapped persons, minority group persons and women; b) take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; c) communicate this policy 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 ethnic group, sex, and job category; and e) discuss with CNM its policies and practices relating to its affirmative action program.

8. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expenses, damages, claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligence of the work of the Seller. 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, claims, demands, and actions and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorney's fees, in connection with or resulting from such suit or action.

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

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

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

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

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

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

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

15. OSHA Regulations. The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this Invitation. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

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

17. Applicable Law. Each party acknowledges that the New Mexico Procurement Code, NMSA 1978 13-1-28 through -199, as amended, applies to every CNM purchase or contract agreement of tangible personal property, services and construction, including participation made pursuant to this purchase order. Further, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents and that the liability of CNM shall be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, NMSA 1978 41-4-1 through -2 7, as amended.

SECTION 2 GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contractor" shall mean "this order", the term "contractor" shall mean "Seller" and the term "Government" and "Contracting Officer" shall mean "Albuquerque CNM" and "the Director of Purchasing," respectively.

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

* Anti-kickback Procedures: 52.203-7
* Buy American Act and Balance of Payments Program 52.225-7001
* Contract Work Hours and Safety Standards Act-Overtime Comp. 52.222-4
* Equal Employment Opportunity 52.222-26
* Integrity of Unit Prices 52.215-26(a)(8)
* 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 1945 (Reserved) 52.222-41
* Termination for Convenience of Government (Education and other Nonprofit Institutions) 52.249-5(a)(j)

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-358, Advertised October 20, 2013 Copyright CNM 2013. All rights reserved.
1.1. CNM INSTITUTIONAL INFORMATION:
CNM is the largest community college in the State of New Mexico providing year round instruction. CNM has an enrollment of approximately 30,000 students in both the fall and spring semesters with approximately 15,000 students enrolled in the summer term. The current Full Time Enrollment (FTE) is approximately 20,000 students. CNM serves its students at multiple campuses and locations: Main, Joseph M. Montoya (JMMC), South Valley, Technology Annex, Westside, Workforce Training Center (WTC), Rio Rancho, and Alameda Technical Center (ATC) as well as through online distance learning and hybrid instruction. The college offers associate degrees and certificates in a variety of subject areas.

1.2. SCOPE OF REQUEST:
Central New Mexico Community College is in need of a Vendor who specializes in the design of entry ways and welcome/directional signage as well as signage for walkways, bicycle, traffic, buildings, and wayfinding for all CNM’s campuses throughout the CNM District (herein after referred to as “Wayfinding Plan” or “Project”). CNM’s request for developing the Wayfinding Plan is to set the standards and requirements for the development of Wayfinding signage to serve the students, visitors and the general public. The Wayfinding Plan shall serve as the foundation for future development of any new CNM properties. It is CNM’s intent to award to the highest ranked respondent to this RFP for a Wayfinding Plan.

The selected Contractor is expected to serve as the primary design professional throughout the following project phases:

a) Programming Phase
b) Schematic Design Phase
c) Design Development Phase
d) Construction Document Phase
e) Construction Bidding Phase
f) Construction Administration Phase
g) Final Completion Phase
h) Commissioning Phase (CNM will contract with a 3rd party to perform the Commissioning Phase. Any required changes resulting from this may require the awarded Vendor to this RFP to correct and/or address.)

CNM wishes to qualify and award to the highest ranked respondent to this RFP for Engineering/Architectural services. It is CNM’s intent to award the highest qualified vendor with a Services Agreement and supporting Purchase Order.

2.1. SCOPE OF WORK

2.1.1. Because of the irregular boundary lines, there are multiple entrance points into various campuses. CNM is seeking to develop a coherent strategy to define the entrances at each campus and to develop a wayfinding system that assists students and visitors in getting to their destination. The wayfinding and entry way system is intended to:

A. Guide visitors from the freeway and major arterials to the closest CNM Campus Facilities.
B. Guide visitors to appropriate parking facilities.
C. Create a front entrance to each campus for students, staff and visitors.
D. Guide pedestrian travel from the parking areas to the building destinations.
E. Establish a universal design standard campus wide wayfinding signage that is reflective of CNM’s identity.
F. Assist in the marketing strategy to brand CNM.
2.1.2. In total, there are seven (7) classifications of signage. Those major classifications include:

1. Main Campus Entrance – Major entrance into CNM noting the area as the front door to the campus for all CNM visitors. The entrance will have high vehicular and pedestrian traffic. Monumental architectural work is encouraged at these locations to ensure prominence as well as roadway modifications and pedestrian enhancements are envisioned. Signage should be prominent and include wayfinding signage.
   A. Main Campus entrance is to be located at Basehart and University.
   B. JMMC entrance is to be located on Morris.
   C. South Valley entrance is to be located on Isleta.
   D. Advance Technology Center is to be located on Alameda.
   E. Work Force Training Center is to be located on Eagle Rock.
   F. Rio Rancho Campus is to be located on Campus Drive.
   G. Westside Campus entrance is to be located on Universe.

2. Secondary Campus Entrance – Minor road entrance into campus with moderate vehicular traffic. Signage should be large and easily identifiable and include some wayfinding signage. It is anticipated that these entrances should have a common theme that defines the campus boundaries.

3. Neighborhood Entrance – In several instances campus limits correspond with entrances into an established neighborhood. Signage should incorporate neighborhood look and feel.

4. Secondary Entrances – Each campus has secondary entrances that should have an element that connects the signage to the main campus signage.

5. Pedestrian Walkway – Signage identifying pedestrian, vehicular, and bicycle ways should also include rules and contact information for CNM.

6. Wayfinding – Throughout the campus, wayfinding signage should be designed to direct people to buildings, student gathering areas, and other campus features.

7. Building Signage – Identifying in a consistent manner CNM buildings on campus.

The RFP should be broken down per signage group and assume that each phase will be undertaken in phases.

2.2. SIGN TYPES

2.2.1. CNM is not restricting the sign type to a particular style or materials. Respondents should take into consideration our neighboring areas, CNM’s history, existing signage, major current, past and future stakeholders and the roads upon which the signage will be placed.

2.2.2. A Project time frame will be coordinated with the selected Contractor. Include a graphic timeline and Project schedule with key Project milestones with your submittal.

2.3. MAJOR ENTRY WAYS

2.3.1. Major entry ways will require programming, design and construction of major architectural and site elements to enhance the entry to distinguish the area as the major front entrance to the campus. This work will require the potential of relocating driveways, roads, drainage structures and traffic lights. The design firm will need to be able to produce a set of construction documents that CNM can use for bids to get the construction completed. Respondents should be familiar with local agency requirements and jurisdictional issues in regard to easements, property lines, drainage and traffic requirements.
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2.4. SIGN LOCATIONS

2.4.1. The majority of signs will be placed within the campus limits and on CNM property. However, there are several major entrance signs that will need to be located on U.S. and State Highways. Respondents should be familiar with NMDOT as well as federal guidelines with regard to sign types and placement. Some signage may also be required on city and county roads. The respondent should be familiar with guidelines to install those signs as well. This portion of the work may include meetings with various agencies having jurisdiction to create a plan for installation.

2.5. TASKS WITHIN SCOPE OF WORK

2.5.1. The scope of work for this proposal entails the design of all entry way and signage throughout CNM. A separate bid will be issued for fabrication and installation once the design elements have been finalized.

2.5.2. Design: It will be the selected Contractor’s challenge to come up with a design that promotes CNM as a whole as well as each campus distinguishing one from another. The Contractor will be asked to hold meetings, meet with campus stakeholders, staff and leadership, and using the information gathered, present three (3) initial designs, including individual sub-categories concepts to the CNM Facilities Department for review and comment. Each design package should include: Entrance modifications, signage, buildings and wayfinding signage. Conduct brief assessment of current signage on each campus and gain an understanding of the campus identity. The work will be completed in the following three distinct tasks:

2.5.3. Task 1
   A. Identify user groups, their specific needs and potential wayfinding difficulties, particularly as they affect students, potential new students and visitors to the area.

2.5.4. Task 2
   A. Recommend signage types that should be added, replaced or consolidated.
   B. Use campus aerial imagery and/or GIS resources to create a map of recommended signage locations.
   C. Briefly identify other opportunities for temporary or changeable special event/marketing signage.
   D. Develop a list of recommended terminology and/or design icons for primary and secondary destinations (for example, landmarks, public facilities, dining, etc.).
   E. Prepare a statement of probable costs for the construction of the entry ways, fabrication, installation and maintenance of the system.

2.5.5. Task 3
   A. Recommend Universal Design Standards for wayfinding elements that are reflective of CNM’s identity and that are consistent in color, font, materials and architectural elements and graphics.
   B. Present three (3) schematic design concepts of signs and wayfinding elements that could be constructed and installed as part of that separate bid package for signs.
   C. Submit final design drawings for all signage and wayfinding elements including exact dimensions, letter heights materials mounting details, color specifications and material performance standards, with a written statement regarding rationale for the design choices. The Contractor will assist CNM in procuring construction and installation of the final design drawings.
   D. Develop all construction documents for the construction of entrance ways at each campus to prepare for bid. Contractor will assist CNM in the procurement of construction documents.
   E. The Final deliverable shall be a Wayfinding Plan that contains the written analysis, recommendations and designs developed in Tasks 1 through 3. In addition the Contractor shall deliver a presentation of the Wayfinding Plan to CNM Facilities Department for its use in describing the future plan for all campuses.
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2.6 THE FOLLOWING WILL BE INCLUDED AS BASIC SERVICES FOR ALL PROJECT PHASES AND SPECIAL SERVICES:

The Contractor shall provide a list of all deliverables for each phase of the Project as well as a schedule for completing the Project. The facilities must remain operational throughout the construction. The Contractor will break down each phase of the Project as follows:

2.6.1 Programming Phase
2.6.2 Schematic Design Phase
2.6.3 Design Development Phase
2.6.4 Construction Document Phase

**Bidding Phase**

2.6.5 Construction Administration Phase
2.6.6 Final Completion Phase
2.6.7 Commissioning Phase

2.6.8 An updated estimate of probable construction cost will be required at the beginning of each phase.

2.6.9 The Contractor shall designate a single point of contact to serve as the Project Manager through the duration of the development of the Project.

2.6.10 The designated Project Manager shall work closely with CNM in regard to all aspects of the Project and provide oversight and coordination for all activities described in the Scope of Work.

2.6.11 The Contractor shall provide full construction inspection and certification services as required by the State of New Mexico Construction Industries Division (CID) and other entities having jurisdiction over the Project.

2.6.12 The Contractor shall conduct campus meetings to seek input from stakeholders into the schedule and design of the Wayfinding Plan Project.

2.6.13 The Contractor shall perform the services expeditiously as is consistent with the professional skill and care which is ordinarily applied by engineers/design professionals of good standing.

2.6.14 The Contractor shall provide a full Professional Team for the performance of the services required by the Scope of Work. The Contractor shall employ the services of consultants as needed to provide a full professional design and construction administration team as dictated by the disciplines of engineering/design involved in the Work.

2.6.15 The Contractor shall review and comply with laws, codes, and regulations applicable to the design incorporating requirements imposed by governmental authorities having jurisdiction over the Project such as but not limited to New Mexico CID.

2.6.16 The Contractor shall consider and advise CNM of the comparative values of alternative materials and equipment relative to construction, maintenance, and life cycle costs to achieve a design appropriate for CNM’s program and suitable for the Project Budget.

2.6.17 All work shall be designed to fall within compliance of the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED), per the State of New Mexico Executive Order 2006-001, State of New Mexico Energy Efficient Green Buildings Standards for State Buildings.

2.6.18 Offeror's responding to this proposal and the successful offer awarded a contract, shall 1) have on staff a registered professional Engineer/Design Professional who will be assigned responsible charge for the Project; 2) have experience in all phases of design and construction; and 3) be able to demonstrate relative experience and expertise in design, construction administration and project management.
2.6.19 All plans and specifications shall be prepared by and be under the "responsible charge" of a registered professional Engineer/Design Professional. Responsible charge means responsibility for the direction, control and supervision of Engineering/Design Professional services work to assure that the work product has been critically examined and evaluated for compliance with appropriate professional standards by a registrant in that profession and by sealing or signing the documents, the professional Engineer/Design Professional accepts responsibility for the Engineering/Design Professional services work represented by the documents and that applicable Engineering/Design Professional services standards have been met.

2.6.20 The Contractor acknowledges the importance of creating and implementing a quality assurance plan on this Project. Engineer/Design Professional agrees to develop and present to CNM a quality assurance plan for the design of the Project, for CNM's review and approval, prior to starting work on the Project.

2.6.21 The services of Environmental and/or Geotechnical engineers, testing laboratories, and other consultants to provide professional evaluations and recommendations pertaining to conditions of the site and existing improvements, including, but not limited to, tests, and surveys required to ascertain and address surface and subsurface conditions, structural integrity of existing structures, the presence of hazardous materials and environmental issues. If found necessary, such services will be the responsibility of the Engineer/Design Professional and shall be handled as a Reimbursable Expense.

2.6.22 The Contractor shall work with NM CID and other governmental authorities having jurisdiction over the Project to determine and calculate impact fees associated with this Project.

2.6.23 The Contractor shall review and comply with laws, codes, and regulations applicable to the design incorporating requirements imposed by any and all governmental authorities having jurisdiction over the Project such as the City of Albuquerque, etc.

2.6.24 The Contractor shall provide a complete and accurate survey of all construction sites to include but not limited to: the rights, restrictions, easements, boundaries, topographical contours, existing utilities, and full information as to sewer, water, gas, electrical services and other utilities.

2.6.25 The Contractor shall obtain necessary construction permits, ingress/egress permits.

2.6.26 The Contractor shall provide complete Construction Inspections/Site Observations required for the Project and reporting and certification services as required by any governmental entity or code administration authority, including but not limited to the NM CID, City of Albuquerque, State, City of Albuquerque, County of Bernalillo, Federal Environmental Protection Agency (EPA), State of New Mexico Environmental Department, etc.

2.6.27 The Contractor shall, within fifteen (15) days of the award of a purchase order (PO) incorporating this Agreement, submit for CNM's approval a schedule for the performance of the Engineer/Design Professional's services, and shall include allowances for periods of time required for the review and approval of submissions to CNM and any other agency having jurisdiction and the orderly progress of the Project. Time limits established by this schedule as approved by CNM shall not be exceeded, except for reasonable cause.

2.6.28 The Contractor shall employ the services of consulting architects, engineers, surveyors, etc. so as to provide such professional services required by the Scope of Work and resulting Agreement. Such services may include, but are not limited to, civil engineering, electrical engineering, mechanical engineering, structural engineering, and surveyor.

2.6.29 The Contractor shall prepare a set of drawings updated to reflect actual construction known as record drawings and deliver, to CNM, a set of Record Documents drawings and an electronic documents file in AutoCAD and PDF format.
2.6.30 The Contractor shall work cooperatively and in partnership with any and all other contractors engaged to work on the Project including, but not limited to, the general construction contractor and any construction observation contractor.

2.6.31 The Contractor shall perform the services expeditiously as is consistent with the professional skill and care which is ordinarily applied by Engineer/Design Professional of good standing. The Engineer/Design Professional shall provide a full Professional Team for the performance of the services required by the Scope of Work.

2.6.32 The Contractor shall employ the services of consulting engineers/design professionals so as to provide a full professional team as dictated by the disciplines of architectural and engineering design involved in the Work.

2.6.33 CNM would like to have all the items constructed, completed, commissioned and ready to begin operational services by the deadline that is mutually agreed to between the Contractor and CNM. As the Project progresses, the Contractor shall review the feasibility of the completion date and advise CNM of any potential or real delays.

2.6.34 CNM shall have use and rights to all electronic documents produced during all phases of the work.

2.7 BASIC SERVICES – PROJECT PHASES

2.7.1 PROGRAMMING PHASE
The Engineer/Design Professional shall provide Programming Phase services which include, but are not limited to the following:

2.7.1.1 Develop a written program to ascertain the requirements of the Project and shall review the understanding of such requirements with CNM.

2.7.1.2 Provide a complete Project Program listing the needs of CNM, Project cost, objectives, conferences, regulatory requirements, and Design Criteria.

2.7.1.3 Provide preliminary evaluation of CNM's Scope of Work and Project schedule, Project site, budgeted cost of the Project, and available surveys, tests, and reports to ascertain that each is consistent and comparable with the others and the requirements of the Project. If the Engineer/Design Professional detects any inconsistencies or incompatibilities among the documents and information provided by CNM, the Engineer/Design Professional shall promptly recommend reasonable adjustments.

2.7.1.4 Investigate existing conditions or existing facilities.

2.7.1.5 Comply with CNM requirements for telephone and fiber lines as required by the Information Technologies Services (ITS) Department.

2.7.1.6 Obtain and list all design related permits and approvals required by governmental authorities having jurisdiction over the Project.

2.7.1.7 Meet with all governmental agencies and utility providers to obtain prior approval.

2.7.2 SCHEMATIC DESIGN PHASE
The Engineer/Design Professional shall provide Schematic Design Phase services which include, but are not limited to the following:
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2.7.2.1 Schematic Drawings and Outline Specifications: Based on CNM approved program, Project schedule and delivery method, Project site, budgeted cost of the work, and preparatory surveys, test, and contractors' reports and any agreed adjustments thereto, the Engineer/Design Professional shall prepare schematic drawings for schematic plan submittal.

2.7.2.2 Submit for Approval: The Engineer/Design Professional shall submit the schematic design documents for the approval of CNM. The schematic design document written approved by CNM shall constitute the approved Project Program which can then be revised only by written agreement of the Engineer/Design Professional and CNM.

2.7.2.3 The Engineer/Design Professional shall provide CNM with a preliminary Estimate of Probable Construction Cost prior to beginning the Design Development Phase.

2.7.3 DESIGN DEVELOPMENT PHASE
The Engineer/Design Professional shall provide Design Development Phase services which include, but are not limited to the following:

2.7.3.1 Drawings and Outline Specifications: Based upon the Schematic Design documents approved by CNM, and any adjustments authorized by CNM in the budgeted cost of the Project, Program Schedule, or delivery method, the Engineer/Design Professional shall prepare drawings, outline specifications, and other documents to fix and describe the size and character of the Project.

2.7.3.2 Submit to CNM a preliminary Estimate of Probable Construction Cost based on the current area, volume and other unit cost to CNM for review. The estimating method(s) and detail to be performed by the Engineer/Design Professional shall require the prior review and approval of CNM and must present and provide traceable, supportable information and data.

2.7.3.3 Prepare and distribute, within two (2) days of the occurrence, conference memoranda, meeting minimum summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of the Project. The Project name shall be shown on all documents.

2.7.3.4 Obtain all design related permits and approvals required by governmental authorities having jurisdiction of the Project.

2.7.4 CONSTRUCTION DOCUMENT PHASE
The Engineer/Design Professional shall provide Construction Document Phase services which include, but are not limited to the following:

2.7.4.1 Authorization: CNM's written approval of the Engineer's/Design Professional’s Estimate of Probable Construction Cost and the Design Development drawings and outline specifications shall constitute authority for the Engineer/Design Professional to proceed with the completion of Bidding Documents.

2.7.4.2 Bidding Documents: Based on CNM approved design documents and any further adjustments in the scope, quality and the cost of work of the Project, the Engineer/Design Professional shall prepare Bidding Documents consisting of final drawings and specifications setting forth in detail the requirements for the construction of the Project, provide specifications in a mutually agreed to format. The Bidding Documents shall incorporate the resolutions of CNM comments and shall be complete and ready for bidding. Any adjustments in the scope shall require the Engineer/Design Professional to update/revise the previously reviewed and approved Estimate of Probable Construction Cost for CNM's final review and approval.

2.7.4.3 The review of the Construction Documents by CNM shall not relieve the Engineer/Design Professional of responsibility for code compliance, design deficiencies, errors and omissions.
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2.7.4.4 Provide all local, State and Federal building officials having jurisdiction a complete set of construction documents to review, meet with the building officials, and determine any changes. Approval and signature from the officials is required prior to initiating the Bidding Phase.

2.7.4.5 Determine what code authorities, fire marshal, or other departments have jurisdiction over this Project, and shall meet with the fire marshal or code authorities having jurisdiction over this Project and provide that person or entity with a complete set of Construction Drawings. Engineer/Design Professional shall ensure that the fire protection plan for the Project meets the applicable fire code, and at the end of construction shall provide CNM with a Certificate of Compliance, the fire marshal's inspection report, and any other documentation necessary to ensure that the Project meets all applicable fire regulations.

2.7.4.6 Submit to CNM a revised Estimate of Probable Construction Cost based on the current area, volume and other unit cost to CNM for review. The estimating method(s) and detail to be performed by the Engineer/Design Professional shall require the prior review and approval of CNM and must present and provide traceable, supportable information and data.

2.7.5 BIDDING PHASE

The Engineer/Design Professional shall provide Bidding Phase services which include, but are not limited to the following:

2.7.5.1 Follow CNM's approval of the Construction Document Phase, and obtain all required local, State and Federal design and construction review approvals, assist CNM in developing Bid Documents and obtaining bids and in the award and preparation of the Construction Contracts.

2.7.5.2 Furnish and distribute Bid Documents to prospective bidders in accordance with CNM's Purchasing Department procurement rules, regulations and direction.

2.7.5.2.1 Bid Document Deposit: The Engineer/Design Professional shall distribute sets of Bid Documents to bidders, upon receipt of a deposit for each set. The amount of the deposit shall be determined by CNM as prescribed in the Bid Documents.

2.7.5.2.2 Distribution and refund of deposits: Bid sets shall be provided to the general contractor bidders upon receipt of the deposit and the deposit shall be refunded in full for each set returned in reusable condition within ten (10) days after bid opening. All refunds shall be paid within twenty (20) days after the opening of the bids. Any deposits not refunded will be sent to CNM's Purchasing Department noting the amount. Building exchanges and similar agencies may be provided Bid Documents without charge.

2.7.5.2.3 Provide CNM a certified tabulation showing the number of sets reproduced, disposition, and any payments and deposits received.

2.7.5.3 Pre-bid Conferences. The Engineer/Design Professional shall organize and conduct pre-bid conferences for prospective bidders.

2.7.5.4 Attend the bid opening and furnish to CNM's Purchasing Department a suitably detailed sheet for recording the name of the bidder, the bidder's business number, bid security, base bid, alternates, and remarks. The Engineer/Design Professional shall furnish sufficient tabulation sheets for all in attendance. Immediately after receipt of bids, the Engineer/Design Professional shall submit to CNM's Purchasing Department a certified tabulation of all bids received and opened, along with a recommendation as to the contract award(s). The recommendation for award(s) shall be in writing and directed to CNM's Purchasing Director.

2.7.5.5 The Engineer/Design Professional at the direction of and in concert with CNM's Purchasing Department shall prepare and submit to CNM five (5) original sets of the Construction Contract, utilizing the forms prescribed by CNM, complete with updated Construction Documents. Each set of the Construction Contract shall be
marked OFFICIAL CONTRACT DOCUMENTS and shall include an executed bid response form, agreement, Performance and Payment Bonds, Certificate(s) of Insurance, all addenda, plans, drawings, specifications, and supplemental drawings, and wage rate determinations. Three (3) copies shall be retained by CNM. One copy shall be for the Contractor and one copy shall be for the Engineer/Design Professional.

2.7.5.6 The Engineer/Design Professional shall review and approve, or take appropriate action upon, requests for substitutions submitted in accordance with the procedures in the Instruction to Bidders and as directed by CNM's Purchasing Department, and prepare responses to questions from prospective bidders pertaining to the Bid Documents. The Engineer/Design Professional shall prepare in a timely manner for CNM's review, approval and distribution, addenda responses to all prospective bidders identifying approved substitutions and providing clarifications and interpretations of the Bidding Documents. All Addenda shall be approved and distributed to all prospective bidders by CNM's Purchasing Department.

2.7.5.7 The Engineer/Design Professional shall be present and actively participate at the bid opening.

2.7.6 CONSTRUCTION ADMINISTRATION PHASE
The Engineer/Design Professional shall provide Construction Administration Phase services which include, but are not limited to the following:

2.7.6.1 The Engineer/Design Professional shall perform construction contract administration consistent with the General Conditions of the Construction Contract and in accordance with CNM procurement procedures. The Engineer's/Design Professional’s construction contract administration duties shall commence when the contract between CNM and the selected contractor is fully executed and shall continue through final completion of the Project.

2.7.6.2 The Engineer/Design Professional will be a representative of the CNM during the construction and in this capacity will endeavor to (a) guard CNM against variances from the Contract Documents by the Contractor, (b) encourage and direct within the Engineer/Design Professional authority, the Contractor to complete the construction of the Project within the time specified in the Construction Contract or subsequently extended by CNM, but Contractor shall be responsible for means and methods for completing the Project, (c) and guard CNM against defective work. The Engineer/Design Professional will advise and consult with CNM regarding the performance and progress of the Contractor and regarding solutions to conditions or problems that may arise due to the design or construction. The Engineer/Design Professional shall serve as an advisor to CNM and shall have limited authority to act on behalf of CNM to the extent provided in the General Conditions of the Contract, which may only be modified in writing.

2.7.6.3 In response to questions from the Contractor or CNM about the Contract Documents, or as are required for the performance of construction services, the Engineer/Design Professional shall provide interpretations and clarification of the Contract Documents that are consistent with the intent of and reasonably inferable from the Contract Documents. Interpretations and clarifications shall be in the form of written explanation or directions and/or supplementary details or drawings, whichever is required to complete, explain or make definite and of the provisions of the Drawings and Specifications and give them due effect, subject to the prior review and written approval of CNM.

2.7.6.4 The Engineer/Design Professional shall respond to questions about the Contract Documents in a timely manner consistent with the terms of the Contract Documents.

2.7.6.5 Interpretations and clarifications of the Drawings, Specifications, or other Contract Documents, and directions, or decisions regarding performance of the construction work, shall be in writing and shall be advisory to the Contractor and CNM, and are subject to the review and prior written approval of CNM.

2.7.6.6 Project Record. The Engineer/Design Professional shall maintain the Project Record consisting of Project related correspondence, memoranda, notes, Statement for Services, and related documents, Application and
Certification for Payments and related documents, minutes of the meeting, and inspection reports issued or received by the Engineer/Design Professional. CNM shall have access to the Project Record during the Engineer's/Design Professional's normal office hours. If requested to reproduce the Project Record, or significant portions of it, for CNM, the Engineer/Design Professional will do so.

2.7.6.7 Communications. So as to maintain continuity in the Engineer's/Design Professional’s administration of the Construction Contract and performance of the construction work by the Contractor, and to facilitate complete documentation of the Project Record, all communications between the Contractor and CNM regarding matters of or related to the Construction Contract shall be directed through the Engineer/Design Professional with copy furnished to CNM, unless direct communication is otherwise required to effect legal notifications. Unless otherwise authorized by the Engineer/Design Professional, communication by and with the Engineer's/Design Professional’s contractors shall be through the Engineer/Design Professional. Unless otherwise authorized by the Contractor, communications by and with subcontractors and material suppliers shall be through the Contractor.

2.7.6.8 Submittal review. The Engineer/Design Professional shall review the Contractor's submittals for conformance with requirements of, and the design concept expressed in the Contract Documents and approve or take other appropriate action upon them.

2.7.6.8.1 This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities or to substantiate installation instructions or performance of equipment and systems, all of which shall be the responsibility of the Contractor. However, the Engineer/Design Professional shall advise the Contractor of any errors or omissions which the Engineer/Design Professional may detect during this review.

2.7.6.8.2 The Engineer/Design Professional shall provide administration of the Construction Contract as provided for in the Terms and Conditions of the Construction Contract. The Engineer/Design Professional is not authorized to approve any deviations from the requirements of the Contract Documents. Deviations may be authorized only by CNM through an approved written Change Order authorized by CNM's Purchasing Department.

2.7.6.8.3 The Engineer/Design Professional will review and respond to all submittals with reasonable promptness to avoid delay in the Project or in the activities of CNM, Contractor or separate contractors.

2.7.6.8.4 Within thirty (30) days after Substantial Completion by the Contractor, the Engineer/Design Professional will furnish CNM one (1) complete set of the Contractor's approved submittals, organized in a logical manner.

2.7.6.9 Review of Construction Schedules. The Engineer/Design Professional shall review and approve/disapprove the Contractor's construction schedule, monitor the Contractor's progress, and consult with CNM regarding appropriate action to be taken when it is apparent that the Contractor's progress is jeopardizing Substantial Completion within the Construction Contract Time Schedule.

2.7.6.9.1 The Engineer's/Design Professional’s review and approval of the Contractor's construction schedule shall be only for compliance with the specified format, Construction Contract Time Schedule, and suitability for monitoring progress, and such review and approval shall not be construed as a representation that the Engineer/Design Professional has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.

2.7.6.9.2 The Engineer/Design Professional may specify any scheduling method or format that the Engineer/Design Professional considers to be appropriate for the Project and which is acceptable to CNM, but the Engineer/Design Professional shall also require the Contractor to prepare and update the progress schedule in accordance with the General Conditions of the Contract. The Engineer/Design Professional shall promptly deliver a copy of the Contractor's approved Progress Schedule and Report, and any revisions to it, to CNM.
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA FOR RFP # P-358

2.7.6.9.3 The Engineer/Design Professional shall require the Contractor to update the Progress Schedule and Report with each monthly Application for Payment and shall otherwise monitor and keep CNM apprised of the Contractor's progress.

2.7.6.9.4 If, in the Engineer's/Design Professional’s opinion, the Contractor's progress falls materially behind the approved construction schedule, the Engineer/Design Professional shall consult with CNM and, with CNM's concurrence, issue the Contractor a Notice to Correct the condition.

2.7.6.10 Inspections/Site Observations. The Engineer/Design Professional shall coordinate, schedule and conduct the scheduled inspections and conferences defined in the Contract Documents and as are appropriate to the scope of the Project and as required by all regulatory bodies. The Engineer/Design Professional shall perform periodic Inspections defined in the Contract Documents. The Engineer/Design Professional shall attend specified inspections and tests defined in the Contract Documents when attendance by the Engineer/Design Professional is specified or is otherwise appropriate. The Engineer's/Design Professional’s "Inspection" means the service performed by the Engineer/Design Professional through which the Engineer/Design Professional:

2.7.6.10.1 Becomes generally familiar with the in-progress and completed Project and the quality of the work on the Project.

2.7.6.10.2 Determines whether the construction work is progressing in general accordance with the Contractor's schedule and is likely to be complete within the Construction Contract Time Schedule.

2.7.6.10.3 Visually compares readily accessible elements of the construction work to the requirements of the Contract Document to determine, in general, if the Contractor's performance of the construction work indicates that the construction work will confirm to the requirements of the Contract Documents when completed.

2.7.6.10.4 Endeavors to guard CNM against defective work, but does not include making exhaustive investigations or examinations of the in-progress or completed portions of the Project to expose the presence of the Defective Work.

2.7.6.10.5 Reviews and addresses with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered.

2.7.6.10.6 Keeps CNM fully informed about the Project.

2.7.6.10.7 Such "Inspections/Site Observations" shall commence when the Contractor for when work begins on the Project. Engineer/Design Professional and CNM will establish a reasonable period of time for construction. The Engineer/Design Professional will handle contract administration from the time the Contractor commences work through the issuance of the Certificate of Substantial Completion of the entire Project.

2.7.6.11 Coordination with the CNM Facilities Representative. When scheduling scheduled inspections and conferences, the Engineer/Design Professional shall first contact the Facilities Representative by telephone, establish with the Facilities Representative a mutually acceptable time for the inspection or conference, and confirm the agreed date and time in writing at least seven (7) days prior to the date of the inspection or conference.

2.7.6.12 Inspection by Registered Professional: Inspections may be performed by a representative of the Engineer/Design Professional to whom CNM has no objection; however, the Engineer/Design Professional or a member of the Engineer's/Design Professional’s staff who is a New Mexico Registered Professional shall perform inspections at least once per week and as frequently as needed or as directed by CNM during construction. This requirement may be waived by CNM in writing during periods in which weather or other
construction delay progress, or during slow phases of the construction, making inspections during such period unwarranted.

2.7.6.13 Reporting: The Engineer/Design Professional shall promptly prepare a complete report of each inspection by the Engineer/Design Professional, Engineer's/Design Professional’s representative, or consulting engineer/design professional and promptly furnish a copy of each report to CNM and Contractor. The Engineer/Design Professional shall prepare and distribute an inspection report weekly during the construction period.

2.7.6.14 Notification of Deficiencies: The Engineer/Design Professional shall promptly notify the Contractor and CNM in writing of any Defective Work, inadequate progress that may jeopardize timely completion of the Project, or other departures from the requirements of the Contract Documents observed by the Engineer/Design Professional.

2.7.6.15 Stopping the Work: The Engineer/Design Professional shall notify CNM of a need to stop work when, in the Engineer's/Design Professional’s opinion, such stoppage is necessary to avoid Defective Work.

2.7.6.16 Certification for Payment: The Engineer/Design Professional shall review and approve as appropriate the Contractor's monthly and final Applications for Payment and issue certifications for payments in accordance with the General Conditions of the Construction Contract. The Engineer/Design Professional shall be required to withhold certification for payment for completed or partially completed construction work for which compliance with the Construction Contract Documents remain to be determined by Specified Inspections or Final Inspections to be performed by their proper sequence. If payment is being requested on an Application for Payment including such construction work in question, the Engineer/Design Professional will notify the Contractor and CNM and the amount in question will be transferred into an escrow account in accordance with the New Mexico Retainage Act.

2.7.6.17 Contract Change Orders: The Engineer/Design Professional shall administer the Change Order Procedures provided in the General Conditions of the Construction Contract.

2.7.6.17.1 The Engineer/Design Professional is authorized to make minor changes in the construction work by written order to the Contractor. Minor changes in the construction work are defined as those which are in the interest of CNM and do not alter the quality, price, and performance of the finished work. Changes that involve an increase or decrease to the contract cost shall only be authorized by CNM through an approved written Contract Change Order/Modification Change Request (MCR) approved by CNM's Purchasing Department.

2.7.6.17.2 The Engineer/Design Professional shall prepare details, supplemental drawings, specifications, or other descriptive documents necessary to sufficiently delineate, for Contractor pricing and performance, proposed changes in the construction work directed or authorized by CNM. If the proposed change is initiated by CNM, or result from field conditions, the services of the Engineer/Design Professional shall be considered to fall within the description of "Special Services" if the proposed change results from Engineer's/Design Professional’s oversight. Engineer's/Design Professional’s services shall constitute part of Basic Services, at the Engineer's/Design Professional’s own expense.

2.7.6.17.3 The Engineer/Design Professional (and the Engineer's/Design Professional’s contractor, when appropriate) will review and evaluate change order proposals and claims for extra work as may be submitted by the Contractor.

2.7.6.17.4 Using the Change Order/Modification Change Request (MCR) form, the Engineer/Design Professional shall recommend the Contractor's proposals for acceptance or rejection by CNM. Each recommendation of acceptance will be based upon the Engineer's/Design Professional’s opinion that a proposal is complete, in conformance with the Contract Documents, represents fair and reasonable pricing, and justifies change order action. The authorization to approve a change order shall be performed solely through review and approval
prescribed in the Construction Contract and communicated to all interested parties through the issuance of a formal written Change Order approved and distributed by CNM's Purchasing Department.

2.7.6.17.5 The Engineer/Design Professional shall prepare construction Change Orders for acceptance and execution by the Contractor and CNM. Construction Change Orders shall sufficiently describe the change(s) in the construction work so that the requirements of the Contract Documents are clearly determinable with reasonable ease. The preparation of details, supplemental drawings, specification, or other documents to describe a change in the work shall be included in Basic Services. If the proposed change is initiated by CNM or results from field conditions, the Engineer/Design Professional shall be compensated in accordance with negotiated rates. If the proposed change results from Engineer's/Design Professional’s oversight, Engineer's/Design Professional’s services shall constitute part of Basic Services, at the Engineer's/Design Professional’s own expense.

2.7.6.18 Record Documents: Record Documents shall be prepared and furnished by the Contractor in accordance with the General Conditions of the Construction Contract. Prior to preparing bid documents, the Engineer/Design Professional shall consult with CNM to determine CNM's requirement for Record Documents and shall incorporate them into the Conditions of the Bid Document. Construction Documents. If they differ from those of the General Conditions, The Engineer/Design Professional shall administer the Record Documents requirement of the Contract Documents, periodically verifying the Contractor's compliance during construction and reviewing the Contractor's final documents for conformance Contract Documents.

2.7.6.19 Engineer/Design Professional shall issue Certificate of Substantial Completion when all work called for by the drawings and specifications of the Construction Documents has been substantially completed and the Project can be occupied by CNM. Engineer/Design Professional shall review for compliance with the Contract Documents the warranties, guarantees, Record Documents and other closeout items required by the Contract Documents to be delivered by the Contractor(s) as a condition to final payment to the Contractor(s). The Construction Administration Phase shall terminate upon Substantial Completion of the Project.

2.7.6.20 Prior to final payment, the Engineer/Design Professional shall prepare and deliver to CNM all record drawings and final report to CNM.

2.7.7 FINAL COMPLETION PHASE
The Engineer/Design Professional shall provide Final Completion Phase services which include, but are not limited to the following:

2.7.7.1 Engineer/Design Professional shall prepare a punch list for final completion, establish a market value of the punch list items, conduct site visits/observations to determine the estimated date of final completion, receive and forward to CNM any written warranties and related documents required by the Contract Documents and assembled by the Contractor to include any required LEEDS documentation.

2.7.7.2 Within sixty (60) days after final completion of the Project, the Engineer/Design Professional shall furnish CNM, at no additional cost, one reproducible copy of the final record drawings and specifications incorporating all changes, and one complete electronic documents file in AutoCAD release that is mutually agreeable to both parties. These copies shall be of the final working drawings. Revisions and changes shall be annotated and cross-referenced. Each sheet shall be prominently noted "Record Drawings".

2.7.7.3 Engineer/Design Professional shall make an inspection of the Project prior to expiration of the warranty or guarantee period and report observed discrepancies under the warranties or guarantees provided by the Contract Documents. Engineer/Design Professional shall provide final inspection at the end of one-year warranty.

2.7.7.4 Engineer/Design Professional shall provide support and analysis as needed by CNM with respect to any warranty or guaranty claims.
2.7.7.5 The Final Completion Phase shall terminate upon the last to occur of: expiration of the last to expire one-year warranty period, completion of all punch list items, or settlement of all warranty or guaranty claims, whichever occurs last.

2.7.8 COMMISSIONING PHASE
The Engineer/Design Professional shall provide commissioning services to test and verify that the entire Wayfinding system is fully functional and meets or exceeds all design requirements. It is not CNM’s intention that the commissioning phase be conducted by an independent firm, however it should meet the same expectations in terms of thoroughness as would be expected by an independent commissioning process.

2.7.8.1 Engineer/Design Professional shall work with CNM to develop and document a test plan that will validate that all components installed as part of this Project are operationally sound and meet or exceed design requirements.

2.7.8.2 Engineer/Design Professional shall coordinate with CNM to conduct a complete execution of the test plan prior to placing any component of the Wayfinding system into production service.

2.7.8.3 Engineer/Design Professional shall work with CNM to evaluate the test results and address any areas of deficiencies that are identified.

2.7.8.3.1 Deficiencies that are identified that can be corrected without impacting production services may be corrected after the system has been placed in production so long as they have been adequately addressed within the one year warranty period.

2.7.8.3.2 Deficiencies that are identified that cannot be corrected without impacting production services shall be corrected immediately upon identification and prior to the system being placed into production.

2.7.8.3.3 The Engineer/Design Professional shall coordinate all work to correct deficiencies with the Contractor. If the deficiencies prove to be a result of engineering/design professional services provided by the Engineer/Design Professional, then any work required to correct the deficiencies shall be included as part of the Engineer’s/Design Professional’s Basic Services at no additional cost to CNM.

2.7.8.3.4 The Engineer/Design Professional shall provide any updates to the Record Documents resulting from correction of any deficiencies.

2.8 SPECIAL SERVICES

2.8.1 CNM has the right to require, and Engineer/Design Professional agrees to perform, services related to the Project other than those services identified as Basic Services.

2.8.2 For services required by CNM, other than those identified as Basic Services, Engineer/Design Professional shall be required to submit a detailed written proposal for performing the Special Services and a "not to exceed" fee proposal for such Special Services to CNM for its review and written approval, incorporating a declaration as to the suitability of performing work. The "not to exceed" fee proposal shall be broken down into specific hours and shall identify all subcontractor costs to perform the services and accomplish the work. CNM's approval of such proposal shall be in writing and communicated through the issuance of an approved purchase order revision issued through CNM's Purchasing Department. No payment for Special Services and no reimbursement for reimbursable expenses in connection with such Special Services shall be made except for such Special Services performed in accordance with CNM's advance written approval.

2.9 REIMBURSABLE EXPENSES
2.9.1 Reimbursable Expenses of Engineer/Design Professional shall include the following items when approved in writing and in advance by CNM: (1) transportation and subsistence of principals and employees on special trips at least fifty (50) miles one-way beyond the City of Albuquerque and related to the Project at the prevailing rate of travel reimbursement being paid by CNM; (2) cost of reproduction of plans, drawings and specifications required for bidding documents [Note: drawing sets for Engineer's in-house use and CNM review sets are not reimbursable.]; (3) reasonable plan checks/review fees and permits charged by appropriate governmental authority(s); (4) the services of geotechnical engineers, testing laboratories, and other subcontractors (not employees of Engineer/Design Professional) to provide professional evaluations, recommendations and services pertaining to conditions of the site and existing improvements, including, but not limited to, tests, and surveys required to ascertain and address surface and subsurface conditions, structural integrity of existing structures, the services of Environmental Engineers for the presence of Hazardous Materials and environmental issues; (5) land surveys for property boundaries, topographical data, legal description, etc. (6) special inspections or testing; (7) LEEDS commissioning by third parties as required by government entities.

2.9.2 Payment of Reimbursable Expenses to Engineer/Design Professional shall be paid by CNM at Engineer's/Design Professional’s direct cost. All requests for reimbursement of expenses shall be accompanied by copies of original invoices.

2.10 MINIMUM QUALIFICATIONS

2.10.1 Offerors shall be licensed in the state of New Mexico for all engineering and/or design services requested per this RFP.

2.11 MINIMUM QUALIFICATIONS

2.11.1 Interested candidates shall demonstrate extensive experience in analyzing programmatic needs of institutions of higher education and providing Wayfinding Plan services to support these needs.

2.11.2 The successful Contractor shall provide evidence demonstrating that the Contractor and any of the Contractor’s engineering, land surveying, architectural or landscape architectural subcontractors, are legally authorized to do business in the state of New Mexico.

2.12 EVALUATION CRITERIA

2.12.1 STEP 1. Written proposals shall be reviewed and evaluated in accordance with the evaluation criteria established below per 2.13.1. Section I through 2.13.4. Section IV. CNM reserves the right to reject all offers and issue a new RFP if necessary. An evaluation committee shall evaluate written proposals based on the weighted evaluation criteria. Rankings will be based upon an average tabulation of all individual committee member scores. If interviews are not conducted, then the score based ranking of the written offers shall be the basis for awarding the top scored Offeror.

2.12.2 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 Contractors. Interviews shall be scored in accordance with the evaluation criteria taking into account the information provided in the written response and any additional questions related to the SOW of the RFP. Additional questions related to the SOW of this RFP may be submitted to the shortlist in advance or during interviews.

Information and/or factors gathered during interviews, negotiations, and any reference checks, in addition to the evaluation criteria rankings, may be utilized in the final award decisions. References may or may
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA FOR RFP # P-358

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

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

2.13. CRITERIA

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

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

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

C) Describe the proposed Project staffing/organization and internal controls to be used during the course of the Project.

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

E) Identify names, responsibilities and qualifications of staff who will be assigned to the Project. Include a one page resume for each team member highlighting relevant experience.

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

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

2.13.2. SECTION II. PROPOSED IMPLEMENTATION PLAN - 30 POINTS POSSIBLE

A) The proposal must contain all work or Project requirements necessary to accomplish the Scope of Work as defined in this RFP. Offerors shall provide a comprehensive plan to deliver the goals and intent of the Project. Include a description of the proposed approach for the Project, all Project requirements, and the tasks required to accomplish the Project. The plan must be in sufficient detail to convey to the evaluation committee the Offeror’s knowledge of the subjects and skills necessary for the Project as described in the Scope of Work.

B) Describe your firm’s approach to the Wayfinding Planning Process. Describe challenges you would anticipate in performing the requested services, their impact on the quality, cost, or schedule, and your
SECTION D: SCOPE OF SERVICES & EVALUATION CRITERIA FOR RFP # P-358

proposed solution to address these issues.

C) Explain in narrative form your approach to this Project. Discuss how your firm will perform the proposed services identified in this RFP.

D) Describe the types of services that would be provided during the Project. Explain how your services will enhance this Project.

E) Discuss the information and support that would be required from CNM.

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

G) Provide a time frame, breaking the Project into tasks, milestones, and deliverables.

2.13.3. SECTION III. ECONOMY AND PRICE - 30 POINTS POSSIBLE

A) Provide a lump sum amount inclusive of all costs proposed for the services as described in this RFP. Costs for Services required for which the successful Offeror does not identify will be borne at the Offeror's expense and will not be charged to CNM. Indicate for what period of time these costs will be effective.

2.13.4. SECTION IV. REFERENCES - 10 POINTS POSSIBLE

A) List contracts the Offeror may have had during the last three (3) years that relate to the Offeror’s ability to perform the service(s) as requested in this RFP. List references by company, contract reference numbers, contract period of performance, and include the contact person’s name, address, telephone numbers and email address. Email addresses must be provided in your response as CNM will only attempt to obtain references via email. By responding to this RFP, the Offeror grants permission to CNM to contact the references. NOTE: Do not include CNM as a reference.

2.14. ENTIRE AGREEMENT

This RFP shall be incorporated into any Contract or Agreement as may be required for award. The Contract, including the RFP, RFP terms and conditions and those portions of the Offeror’s response accepted by the CNM, shall become the entire agreement between the parties.
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 RFP, 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 RFP. 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 RFP meets or exceeds all specifications, terms and conditions as described in this Invitation to RFP 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 RFP Response____________________________
NM Tax ID________________________________________________________
Federal Tax ID________________________________________________________
Applicable NM License Numbers__________________________________________

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

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

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

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

# date # date # date # date # date # date

Signature of Member Authorized to Sign for Firm________________________________

Printed/Typed Name and Title of Individual Signing______________________________
SECTION F: DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM

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

RESIDENT PREFERENCE

OFFERORS WISHING TO RECEIVE THE RESIDENTIAL PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A VALID RESIDENTIAL PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE. Submitted certificates shall be validated by CNM with New Mexico Tax & Revenue.

RESIDENT VETERANS PREFERENCE

OFFERORS WISHING TO RECEIVE THE VETERAN RESIDENT BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A VALID RESIDENTIAL VETERAN PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE AND COMPLETE THE FOLLOWING. IF OFFEROR’S FIRM IS INELIGIBLE TO RECEIVE THE NEW MEXICO RESIDENT VETERANS PREFERENCE, OFFEROR MUST CHECK THE BOX BELOW INDICATING THAT INELIGIBILITY:

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

PLEASE CHECK ONE BOX ONLY 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. This Resident Veterans Preference is separate from the Resident Preference and is not cumulative with that preference. 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 unaware of the procurement involved if the statements are proven to be incorrect.
EXHIBIT A: CAMPAIGN CONTRIBUTION FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.
“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

Name(s) of Applicable Public Official(s) if any:
CNM’s Governing Board including, District 1 Pauline J. Garcia, District 2 Robert P. Matteucci Jr., District 3 Ms. Deborah Moore, District 4 Mr. Mark Armijo, District 5 Mr. Blair L. Kaufman, District 6 Ms. Penelope S. Holbrook, and District 7 Mr. Michael DeWitte.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: ______________________________________________________
Relation to Prospective Contractor: ______________________________________________________
Date Contribution(s) Made: ______________________________________________________
Amount(s) of Contribution(s)  ______________________________________________________
Nature of Contribution(s)   ______________________________________________________
Purpose of Contribution(s)   ______________________________________________________

____________________________  _______________________
Signature     Date

______________________________
Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

____________________________  _______________________
Signature     Date

______________________________
Title (Position)

(Attach extra pages if necessary)
EXHIBIT B: INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE
The AWARDED Contractor(s) shall furnish UPON REQUEST, one copy each of Certificates of insurance herein required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of Insurance carried by the Contractor. The Contractor shall furnish to CNM copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to CNM. Such certificates shall be filed with CNM and shall also contain the following statements:

1. The Governing Board of Central New Mexico Community College, Central New Mexico Community College, its agents, servants and employees are held as additional insured.
2. The insurance coverage certified herein shall not be canceled or materially changed except after THIRTY (30) days written notice has been provided to CNM.

COMPENSATION INSURANCE:
The Contractor shall procure and shall maintain during the life of any resultant agreement Worker's Compensation insurance as required by applicable State law for all of the Contractor's employees to be engaged at the site referred to in this solicitation in case of any such work sublet, the Contractor's Worker's Compensation insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than $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.
THIS AGREEMENT, including all exhibits thereto ("Agreement"), made this ___ day of __________, 2013, by and between Central New Mexico Community College ("CNM" or "Owner") and ________________________________ ("Contractor").

Recitals:

WHEREAS with CNM’s Request for Proposals No. P-358 ("RFP # P-358") CNM solicited proposals for certain District Wide Site and Safety, Wayfinding Plan and related services in connection with all CNM campuses (the "Project", or the "Wayfinding Plan");

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

WHEREAS CNM and Contractor desire to enter into a written agreement for design professional and related services;

NOW, THEREFORE, the parties agree as follows:

ARTICLE ONE

STATEMENT OF WORK

1.0 Because of the irregular boundary lines, there are multiple entrance points into various campuses. CNM is seeking to develop a coherent strategy to define the entrances at each campus and to develop a wayfinding system that assists students and visitors in getting to their destination. The wayfinding and entry way system is intended to:

A. Guide visitors from the freeway and major arterials to the closest CNM Campus Facilities.
B. Guide visitors to appropriate parking facilities.
C. Create a front entrance to each campus for students, staff and visitors.
D. Guide pedestrian travel from the parking areas to the building destinations.
E. Establish a universal design standard campus wide wayfinding signage that is reflective of CNM’s identity.
F. Assist in the marketing strategy to brand CNM.

1.1 In total, there are seven (7) classifications of signage. Those major classifications include:

1.1.1. Main Campus Entrance – Major entrance into CNM noting the area as the front door to the campus for all CNM visitors. The entrance will have high vehicular and pedestrian traffic. Monumental architectural work is encouraged at these locations to ensure prominence as well as roadway modifications and pedestrian enhancements are envisioned. Signage should be prominent and include wayfinding signage.

A. Main Campus entrance is to be located at Basehart and University.
B. JMMC entrance is to the located on Morris.
C. South Valley entrance is to be located on Isleta.
D. Advance Technology Center is to be located on Alameda.
E. Work Force Training Center is to be located on Eagle Rock.
F. Rio Rancho Campus is to be located on Campus Drive.
G. Westside Campus entrance is to be located on Universe.
EXHIBIT C: SAMPLE SERVICES AGREEMENT

1.1.2. Secondary Campus Entrance – Minor road entrance into campus with moderate vehicular traffic. Signage should be large and easily identifiable and include some wayfinding signage. It is anticipated that these entrances should have a common theme that defines the campus boundaries.

1.1.3. Neighborhood Entrance – In several instances campus limits correspond with entrances into an established neighborhood. Signage should incorporate neighborhood look and feel.

1.1.4. Secondary Entrances – Each campus has secondary entrances that should have an element that connects the signage to the main campus signage.

1.1.5. Pedestrian Walkway – Signage identifying pedestrian, vehicular, and bicycle ways should also include rules and contact information for CNM.

1.1.6. Wayfinding – Throughout the campus, wayfinding signage should be designed to direct people to buildings, student gathering areas, and other campus features.

1.1.7. Building Signage – Identifying in a consistent manner CNM buildings on campus.

1.1.8. The RFP should be broken down per signage group and assume that each phase will be undertaken in phases.

1.2 SIGN TYPES

1.2.1. CNM is not restricting the sign type to a particular style or materials. Respondents should take into consideration our neighboring areas, CNM’s history, existing signage, major current, past and future stakeholders and the roads upon which the signage will be placed.

1.2.2. A Project time frame will be coordinated with the selected Contractor. Include a graphic timeline and Project schedule with key Project milestones with your submittal.

1.3 MAJOR ENTRY WAYS

1.3.1. Major entry ways will require programming, design and construction of major architectural and site elements to enhance the entry to distinguish the area as the major front entrance to the campus. This work will require the potential of relocating driveways, roads, drainage structures and traffic lights. The design firm will need to be able to produce a set of construction documents that CNM can use for bids to get the construction completed. Respondents should be familiar with local agency requirements and jurisdictional issues in regard to easements, property lines, drainage and traffic requirements.

1.4 SIGN LOCATIONS

1.4.1. The majority of signs will be placed within the campus limits and on CNM property. However, there are several major entrance signs that will need to be located on U.S. and State Highways. Respondents should be familiar with NMDOT as well as federal guidelines with regard to sign types and placement. Some signage may also be required on city and county roads. The respondent should be familiar with guidelines to install those signs as well. This portion of the work may include meetings with various agencies having jurisdiction to create a plan for installation.
EXHIBIT C: SAMPLE SERVICES AGREEMENT

1.5 TASKS WITHIN SCOPE OF WORK

1.5.1. The scope of work for this proposal entails the design of all entry way and signage throughout CNM. A separate bid will be issued for fabrication and installation once the design elements have been finalized.

1.5.2. Design: It will be the selected Contractor’s challenge to come up with a design that promotes CNM as a whole as well as each campus distinguishing one from another. The Contractor will be asked to hold meetings, meet with campus stakeholders, staff and leadership, and using the information gathered, present three (3) initial designs, including individual sub-categories concepts to the CNM Facilities Department for review and comment. Each design package should include: Entrance modifications, signage, buildings and wayfinding signage. Conduct brief assessment of current signage on each campus and gain an understanding of the campus identity. The work will be completed in the following three distinct tasks:

1.5.3. Task 1
   A. Identify user groups, their specific needs and potential wayfinding difficulties, particularly as they affect students, potential new students and visitors to the area.

1.5.4. Task 2
   A. Recommend signage types that should be added, replaced or consolidated.
   B. Use campus aerial imagery and/or GIS resources to create a map of recommended signage locations.
   C. Briefly identify other opportunities for temporary or changeable special event/marketing signage.
   D. Develop a list of recommended terminology and/or design icons for primary and secondary destinations (for example, landmarks, public facilities, dining, etc.).
   E. Prepare a statement of probable costs for the construction of the entry ways, fabrication, installation and maintenance of the system.

1.5.5. Task 3
   A. Recommend Universal Design Standards for wayfinding elements that are reflective of CNM’s identity and that are consistent in color, font, materials and architectural elements and graphics.
   B. Present three (3) schematic design concepts of signs and wayfinding elements that could be constructed and installed as part of that separate bid package for signs.
   C. Submit final design drawings for all signage and wayfinding elements including exact dimensions, letter heights materials mounting details, color specifications and material performance standards, with a written statement regarding rationale for the design choices. The Contractor will assist CNM in procuring construction and installation of the final design drawings.
   D. Develop all construction documents for the construction of entrance ways at each campus to prepare for bid. Contractor will assist CNM in the procurement of construction documents.
   E. The Final deliverable shall be a Wayfinding Plan that contains the written analysis, recommendations and designs developed in Tasks 1 through 3. In addition the Contractor shall deliver a presentation of the Wayfinding Plan to CNM Facilities Department for its use in describing the future plan for all campuses.
ARTICLE TWO

CNM’S RESPONSIBILITIES

2.0 CNM agrees to contract with and does hereby contract with the Contractor, under the terms and conditions of this Agreement, to perform for CNM District Wide Site and Safety, Wayfinding Plan and related services as described in this Agreement.

2.1 CNM shall designate a representative ("Facilities Representative") to act on its behalf in accordance with the limited authority described in this Section 2.1. The Facilities Representative shall have limited authority to give general direction to the Contractor, to answer questions with respect to the Project, to approve pay applications subject to other required approvals, and to initiate the change order process. CNM shall administer this Agreement and shall have the authority to 1) modify or interpret this Agreement, 2) to approve change orders; all of which are decisions which are reserved to be made by CNM's Facilities Department, Business Office, and Purchasing Department. No action, representation, or conduct by the Facilities Representative shall relieve the Contractor of its responsibilities to carry out its duties and obligations under this Agreement. Any notice given or modification may only be issued as a signed change order or amendment to this agreement issued by the Purchasing Department.

2.2 CNM shall give thorough consideration to all surveys, drawings, reports, recommendations, estimates, and other documents submitted by Contractor.

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

ARTICLE THREE

CONTRACTOR’S SERVICES

3.0 Contractor shall, 1) have on staff or subcontract with the appropriate engineering, land surveying, architectural and/or landscape architectural subcontractors that are legally authorized to do business in the state of New Mexico who are registered by the state board of registration for professional engineers to practice the provided or subcontracted engineering discipline in the State of New Mexico, and who will be assigned responsible charge for each project; 2) have experience in all phases of Wayfinding Planning;

Contractor shall design and create a set of District Wide Site and Safety, Wayfinding Plan documents meeting the requirements of Article One collectively known as "Wayfinding Plan" or "Project". The Contractor shall deliver to Owner a set of Wayfinding Plan documents in hard copy and in electronic file upon completion of Work. The electronic file format shall be mutually agreed upon between the Parties. Additionally, Contractor shall cooperate and coordinate work with other professionals to provide an integrated set of drawings.

NOTE: All design and construction documents including but not limited to Wayfinding Plan shall be prepared by or under the responsible charge of a registered design professional who is registered in the State of New Mexico. All Wayfinding Plan documents generated as a result of this Project shall become the sole property of CNM. “Responsible charge” means responsibility for the direction, control and supervision of engineering work to assure that the work product has been critically examined and evaluated for compliance with appropriate professional standards by a registrant in that profession and by sealing or signing the documents, the design professional accepts responsibility for the work represented by the documents and that applicable standards have been met.

Contractor shall perform and provide all requirements as set forth in the Scope of Request and Scope of Work in CNM’s RFP# P-358, “District Wide Site and Safety, Wayfinding Plan”, and the
EXHIBIT C: SAMPLE SERVICES AGREEMENT

requirement and terms of said RFP# P-358 are hereby incorporated into this Services Agreement. The Contractor shall also perform and provide the following professional services:

Step I. Project Organization:
Meet with CNM representatives to agree upon project goals; collect and review existing CNM Wayfinding planning information; identify user contacts; and establish a decision-making process in order to reach agreement on the project schedule and outcomes.

Step II. Inventory/Analysis of Information:
Collect Information regarding CNM's projected facility needs. Information shall be collected through a combination of interviews and on-site investigations and shall be documented, as appropriate, in written and graphic formats. Planners will:
1. Collect and analyze site and facility information. This activity shall include:
   a. Prepare a topographic survey of the site.
   b. Identify and document CNM site and facility development standards.
2. Identify site issues. This shall be based on on-site investigations and topographic analysis. Existing site opportunities and constraints shall be identified and documented in written and graphic form.
3. Identify future needs:
   a. Identify and validate facility needs.
   b. Identify campus infrastructure requirements to serve anticipated campus needs.

Step III. Synthesis: Identify and Explore Strategies and Alternatives Development:
During this step, the planning team shall conduct meetings with CNM stakeholders to explore Wayfinding Plan development strategies. Various options, which may include sketches and/or 3D visualization, may be presented for discussion. Based on the results of these meetings, a master Wayfinding Plan development scenario, including potential phasing, will be selected and further refined. As the Wayfinding Plan is refined, more detailed analysis will be developed and finalized for issues including signage, appearance, traffic impacts, infrastructure capacity and distribution, landscaping, and signage visualization and design standards.

Step IV. Prepare Master Wayfinding Plan:
A draft Campus Wayfinding Plan and final Campus Wayfinding Plan document shall be prepared. The document shall contain the requirements of all the sections identified in the RFP and the Scope of Work.

ARTICLE FOUR
TERM

4.0 The term of this Agreement begins immediately upon delivery to Contractor of a CNM purchase order incorporating this Agreement and extends through approval of the final report as described in Article Three above.

ARTICLE FIVE
EMPLOYMENT OF CONSULTANTS

5.0 Contractor agrees to employ competent and New Mexico licensed and registered structural, mechanical, electrical, civil, landscape, interior designer, surveyor, or cost estimating consultants not otherwise employed by CNM for the Project, as might be necessary for the proper design and construction of the Project. Contractor shall furnish to CNM a list of these consultants for prior approval before engaging them for the Project. Contractor represents that services performed by
EXHIBIT C: SAMPLE SERVICES AGREEMENT

the design professionals under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under the same or similar conditions. Contractor represents that the performance of any consultant assigned by Contractor to work on the Project shall be in accordance with sound professional standards, and the requirements of this Agreement.

ARTICLE SIX
INSURANCE

6.0 At its own expense, Contractor shall procure and maintain during the life of this Agreement insurance in accordance with RFP # P-358, Exhibit B. Insurance coverage shall not be canceled or materially changed except after thirty (30) days written notice has been provided to CNM. Contractor shall furnish CNM copies of certificates of insurance showing the coverage, limits of liability, covered operations, effective dates and dates of expiration of policies of insurance carried by Contractor.

ARTICLE SEVEN
INDEMNIFICATION

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

ARTICLE EIGHT
ASSIGNMENT AND SUCCESSORS

8.0 Contractor agrees not to sublet, sell or assign this Agreement or any portion of the Work included herein, and not to enter into a partnership for the performance of the services and work contemplated by this Agreement with any person or persons without the prior written permission of CNM. Any approved successors or assignees shall be bound to and by the same terms and conditions as Contractor, and shall accept in writing the delegation of Contractor's duties and responsibilities under this Agreement. Contractor remains responsible for completion of the Project and warranties. Contractor remains responsible for design integrity.

ARTICLE NINE
TIMELINESS OF PERFORMANCE

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

9.1 Contractor shall continue to perform the Work under this Agreement through all disputes, with CNM and/or the Contractor, including but not limited to payment disputes and disputes regarding the scope of the Contractor's obligations under the Agreement.

ARTICLE TEN
OWNERSHIP OF INSTRUMENTS OF SERVICE
10.0 Drawings and specifications become the property of CNM. Before receiving final payment, Contractor shall deliver to CNM an original Final Wayfinding Plan and an electronic version of the Final Wayfinding Plan.

**ARTICLE ELEVEN**

**RECORDS AND AUDIT**

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

**ARTICLE TWELVE**

**APPLICABLE LAWS**

12.0 Contractor shall endeavor to comply with all federal, state, and local laws and ordinances applicable to the Work called for herein. Contractor further agrees to operate under and be controlled by the Civil Rights Act of 1964, Title VI, and Executive Order No. 11246.

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

**ARTICLE THIRTEEN**

**TERMINATION**

13.0 Termination for Cause. If 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 take corrective measures within such time. Contractor’s failure to comply with such notice and to cure the deficiency as provided in the notice shall subject this Agreement to immediate termination by CNM.

13.1 In the event of a for-cause termination, CNM shall terminate this Agreement by delivering to Contractor a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon such termination, the Contractor shall deliver to CNM all design plans, construction estimates, drawings, documents, survey books, and all other materials developed under this Agreement.

CNM shall then have the right to retain the services of other design professionals to complete the Contractor’s Work under this Agreement, and shall have no obligation to seek bids for that replacement design professional(s). The cost of completing the Contractor’s Work under this Agreement shall be paid for by applying the balance of the contract amount remaining on this Agreement at the time of termination. If the cost to complete the Work under this Agreement is less than the remaining contract amount, the remaining contract amount shall be paid to the Contractor. If the cost of completing the Work under this Agreement exceeds the contract amount, then the
EXHIBIT C: SAMPLE SERVICES AGREEMENT
Contractor shall pay CNM for the difference between the contract amount and the cost to complete the Contractor's Work.

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

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

ARTICLE FOURTEEN
APPROPRIATIONS

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

ARTICLE FIFTEEN
RELEASE

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

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

ARTICLE SIXTEEN
CONFIDENTIALITY

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

ARTICLESEVENTEEN
CONFLICT OF INTEREST

17.0 Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor shall comply with the provisions of Section 10-16-12 N.M.S.A.
EXHIBIT C: SAMPLE SERVICES AGREEMENT

1978 which requires disclosure in writing to the office of the Secretary of State of the State of New Mexico amounts received under state contracts when and if such provisions become applicable.

ARTICLE EIGHTEEN
GOVERNING LAW/INTERPRETATION

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

ARTICLE NINETEEN
AMENDMENT

19.0 This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties. Only CNM’s Purchasing Director is authorized to modify this Agreement.

ARTICLE TWENTY
MERGER

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

ARTICLE TWENTY-ONE
CERTAIN PENALTIES

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

ARTICLE TWENTY-TWO
NOTICES

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

If to CNM:
Central New Mexico Community College
525 Buena Vista, SE
Albuquerque, NM 87106-4096
Attn: Keith Adams, Senior Buyer, Purchasing

If to Contractor:

________________________
________________________
________________________
ARTICLE TWENTY-THREE
MISCELLANEOUS

23.0 Certain Definitions. “Project Program” means the written and graphic description of the Project objectives, including intended use of facilities and site, design constraints and criteria, physical parameters, spatial requirements and relationships, and requirements for special equipment, systems and materials, the results of which are to be documented in a written manual.

23.1 Attorney’s Fees. In the event of litigation with respect to or related to this Agreement or the Project, such action shall be brought in the County of Bernalillo, State of New Mexico. The prevailing party shall be entitled to recover reasonable attorney’s fees. The law of the State of New Mexico shall govern these matters.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year last set forth below.

<table>
<thead>
<tr>
<th>CENTRAL NEW MEXICO COMMUNITY COLLEGE</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNM (Signature)</td>
<td>CONTRACTOR (Signature)</td>
</tr>
<tr>
<td>Keith Adams, Senior Buyer (Printed name and title)</td>
<td>(Printed name and title)</td>
</tr>
</tbody>
</table>

Date: ________________________________

Date: ________________________________