Request for Qualifications, STEP 1
RFQ No. P-371

Area Wide Integrated Controls System

Central New Mexico Community College
525 Buena Vista Drive, SE
Albuquerque, NM 87106

Issue date October 5, 2014
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PART I: GENERAL RFQ INFORMATION

STEP 1, NOTICE FOR REQUEST FOR QUALIFICATIONS
Request for Qualifications # P-371
Statement of Qualifications Deadline: October 22, 2014, 3:00 p.m. Mountain Time
Title: Area Wide Integrated Controls System
Deliver Responses To:
Central New Mexico Community College
Attn: Purchasing Department
525 Buena Vista Drive SE
Building ‘A’, Room A109
Albuquerque, NM 87106

This Request for Qualifications is STEP 1 of a three step procurement process for Services. The three steps of the entire procurement process are:

- **STEP 1, Request for Qualifications** (Maximum 50 points, plus any validated New Mexico Resident or NM Resident Veteran points)
- **STEP 2, Request for Proposals** (Maximum 25 points, plus any validated New Mexico Resident or NM Resident Veteran points)
- **STEP 3, Interviews** (Maximum 25 points, plus any validated New Mexico Resident or NM Resident Veteran points)

Details of all three steps are discussed below under the Schedule of Events.

Central New Mexico Community College (CNM) is requesting Statements of Qualifications (SOQ) from firms interested in providing the Services as described and identified within this STEP 1, Request for Qualifications (RFQ). Please carefully read all instructions, specifications, terms and conditions of this RFQ. Failure to comply with the instructions, terms and/or conditions may result in the Statement of Qualifications being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks per §13-1-191 NMSA 1978.

Sealed Statements of Qualifications must be received at the above address no later than the time and date specified above. Any SOQ received after the deadline will not be accepted and will be returned unopened. It is solely the responsibility of each respondent to assure that its SOQ is delivered at the specified place and prior to the deadline for submission. All information must be entered in ink or typed and corrections must be initialed. Statements of Qualifications must be in a sealed package and must be clearly marked with the RFQ/RFP number and submission deadline (as listed above) in the lower left hand corner.

Copies of and information regarding this RFQ/RFP may be obtained at CNM’s website: [http://www.cnm.edu/depts/purchasing/request-for-proposals](http://www.cnm.edu/depts/purchasing/request-for-proposals) under P-371, at CNM’s Purchasing Office, or by contacting Keith Adams at 505.224.4546 (phone) or 505.224.4548 (fax) or jadams49@cnm.edu (email).

**Other information**
Number of submittals required: One (1) original and six (6) copies.
FOB destination.

**Statement of Qualifications, Terms and Conditions**
CNM reserves the right to request clarification and modification of any Statement of Qualifications prior to the contract award being made. CNM may, at its sole discretion, choose to award different facilities to different vendors. The purchases of any material(s) and/or service(s) awarded under this RFQ and the RFP and contract that follow are subject to the specifications and to CNM’s Standard Terms and Conditions and General Terms and Conditions attached to this RFQ as SECTIONS B and C. CNM reserves the right to accept and/or reject, at its sole discretion, any or all Statements of Qualifications, or part thereof, waive technicalities or re-advertise, when the best interest of CNM will be realized thereby.
Organization Profile

Overview
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 Campus, Joseph M. Montoya (JMMC), South Valley, Westside, Workforce Training Center (WTC), Rio Rancho and Alameda Technical Center (ATC) as well as through online distance learning and hybrid instruction. CNM offers associate degrees and certificates in a variety of subject areas.

Project Summary & Scope of Work

PART A

A. Introduction

For the purposes of this procurement, the term “Respondent” is equivalent to “Contractor”, “Integrator”, “Systems Integrator”, “Integration Contractor”, “Offeror”, etc.

CNM currently operates individual direct digital control (DDC) or computer-based monitoring and control systems by different manufacturers, serving seven campus locations. These systems monitor and control HVAC equipment functions for the purpose of primarily maintaining indoor environmental conditions (temperature and humidity). The existing control systems are comprised of a variety of software platforms and hardware devices.

CNM is seeking Statements of Qualifications from Respondents who specialize in the design, implementation, training and support of an OPC (OLE for process control specification) server-based software solution for the integration of existing and future control systems for all campus locations including future expansion capabilities. The Respondent shall actively participate as a member of the project team with CNM beginning with design concept and constructability reviews and cost estimating and will continue through the design, construction, commissioning, closeout and warranty phases of the project. The purpose of these responsibilities is to provide the expertise necessary to ensure that the program objectives are realized, the project budget and schedule are met, the system is fully operational, and defects detected during the Warranty Period are addressed.

B. Project Description

System integration must be accomplished by using an OPC based front-end software set capable of remote and simultaneous monitoring of all systems at each campus location. The OPC based system must interface with CNM’s existing HVAC control systems at each facility to allow for control and monitoring over the BACnet/IP communications protocol.

The interface that will link the individual control systems must include a graphical user interface (GUI) using custom graphical displays created to accurately represent every piece of equipment, facility and software function for each integrated system. This front-end system must be server-based software in order to monitor every campus simultaneously. It must have multiple, redundant backups for data storage and access. The server software must also allow remote access through the IP network for the use of portable devices in the field.
C. HVAC Control Systems

There are thirty-eight (38) existing HVAC control systems at seven (7) CNM locations within the general Albuquerque vicinity. CNM Facilities currently has fifteen (15) buildings that can be integrated using a BACnet communications protocol.

Approximately nineteen (19) of these control systems require complete replacement of hardware, software and field devices. The balance of nineteen (19) control systems will possibly require additional software to program the existing controller hardware. A total of ten (10) buildings at three (3) different campus locations have no control systems. These ten (10) buildings will require controller hardware, software and appropriate field devices.

HVAC Control Systems - Classification

The existing HVAC control systems at each campus location were divided into three classifications. An explanation of each classification is provided below. A drawing of the campus locations and system assessments is provided in EXHIBIT G.

IDEAL INTEGRATION: These existing HVAC control systems are current, and be readily integrated into a BACnet/IP network. These systems include:

- Johnson Controls Metasys BACnet (FEC, IOM, NCE, NAE)
- Alerton BACtalk
- Automated Logic BACnet

POOR INTEGRATION: These existing HVAC control systems are either obsolete or not in current production, but can be integrated into a BACnet/IP network with some integration work. These controllers are recommended for replacement, due to lack of availability of parts and software for long-term maintenance. These systems include:

- Johnson Controls Metasys N2 (AHU, VAV, Old NAE versions, UNT)

OBSOLETE: These existing HVAC control systems are either obsolete or not in current production and cannot be readily integrated into the BACnet/IP network. The software to monitor and maintain these controllers is likely unavailable and requires older operating systems to function. Replacement of the HVAC control systems and associated sensors is necessary. These systems include:

- Barber Coleman (Network 8000, GCM)
- Automated Logic (Supervision, Eikon)

UNSUPERVISED: This group of existing equipment and facility spaces have no control system for remote monitoring or control.

1. The system offered for this group of equipment must utilize BACnet controllers, and fully support these actions over BACnet/IP:
   a. Data sharing
   b. Alarm or event management
   c. Scheduling
   d. Trending
   e. Device and network management
   f. Reading all hardware and software points.
   g. Writing all hardware and software points.
2. The full installation software for reloading all controllers and associated programs must be provided with proper licensing to CNM upon project completion.

3. Two copies of the current sets of redline controls drawings must be maintained on each site during the project. Photocopies are acceptable.

4. Weekly, CNM representatives will meet with the Contractor's representatives to address scheduling of efforts to minimize occupant disruptions due to construction efforts.

5. While upgrading the system, the Contractor will have a primary and alternate representative available on-call to address concerns and the effect of system changes.

6. Full commissioning and verification of the system must take place during substantial completion, with a check of issues identified as a portion of the final completion inspection. This should be performed by persons qualified to assist in troubleshoot and verification of functions into the integrated system.

**HVAC Control Systems – Prioritization of Upgrades**

The following criteria must be considered in order to give precedence from most urgent to less urgent.

1. Any facilities that have very serious controls issues that are causing maintenance or operations problems. The comfort and usefulness of the facility to the occupants should come first.

2. The CNM Main Campus will be central to the installation of the integrated system. As such, the Main Campus should be the primary focus for completion.

3. The Workforce Training Center is in close proximity. This will also allow for easier network troubleshooting as the integration progresses. This will prepare the facility for integration following the Advanced Technology Center, which can be integrated with no controls upgrade.

4. The Montoya Campus is in close proximity to the Main Campus and will require fewer HVAC controls upgrades in order to accomplish full system integration.

5. The South Valley Campus is also in close proximity to the Main Campus, but will require more HVAC controls upgrades in order to accomplish full system integration.

6. The West Side Campus has systems that can be integrated, but are identified as Poor Integration Control systems. The BACnet/IP controller at this site could be used if software upgrades and field controllers are replaced. The field wiring, bus wiring and devices should be able to be reused with the new controllers, if the same manufacturer is used. The sensors and control sequences must be verified during controller replacement and the system integration must be tested before project completion.

**D. Integrated System Goals**

CNM’s Facilities Department has the goal of creating an integrated operating environment for existing systems with augmentation to allow a seamless integrated computerized environment for the purpose of monitoring and controlling distinct building functions using a web-based platform. In addition to HVAC, other systems include life safety, access control, computerized maintenance management system (CMMS), energy usage and monitoring and remote communications with portable devices in the field (e.g. smart tablets). A conceptual drawing of the Area Wide Integrated Control System is provided in EXHIBIT G.

CNM has an educational goal of developing a controls and integrated system curriculum to provide a premier program that leads to certifications and degree graduates. The educational component of this project requires the participation of the Respondent in developing and supporting the curriculum. CNM is interested in providing a hands-on
environment by designating one or more of their campus buildings as a living lab. The living lab must permit the simulation of real-life integration and control problems and allow them to perform hands-on troubleshooting of software and hardware problems and their impact to system operation and the environments they monitor and control. Sustainable building practices and goals will be part of the learning experience and will address related topics including energy performance of a building, indoor environmental quality, equipment lifecycle, and predictive maintenance. The Respondent shall work with CNM to develop training opportunities for students throughout the project.

The integration project must link all of the BACnet/IP points, networks monitoring, alarming and software functions to a single integrated front-end system. This system will be the primary means of monitoring and troubleshooting for all CNM campus facilities. Those responding to this Statement of Qualifications shall use the following elements as guidelines for the development of their responses.

1. The entire system shall use TCP/IP based protocol for all plink (PuTTY Link) and productivity.
2. The Respondent shall demonstrate the installation under the OPC foundations standardizations. The system shall have the ability to use all OPC specifications groups.
3. The Respondent must have knowledge of enterprise internetworking ensuring that the entirety of connections used are the fastest through-put (gigabyte speed) and most effective in routing and switching.
4. The Respondent shall integrate all devices with full interoperability and ensure performance of data capturing to front end devices.
5. The Respondent shall integrate a customized front-end GUI based software that is used and intended under specifications and abilities of the OPC format.
6. The Respondent shall insure all devices that have critical or resurrecting system information will have redundant devices in place (redundancy, backups, surge protection, automated server backups, arrays, ETC).
7. The Respondent shall assist CNM in the development of curriculum using the interface of installed OPC software as an instruction tool for use in a classroom setting. Additionally, CNM endeavors to designate one of their main campus buildings as a living lab to be used by instructors and students for hands-on training related to building controls and systems integration.
8. The system must provide local and remote access to all site data, software functions, alarming, graphics, and monitoring screens. Remote access must be available on hand-held devices and workstations. This remote access support must be offered to minimize the impact on the IP network as much as possible.
9. The graphical interface for the integrated system must have graphics customized to accurately represent the facility, networks and building equipment. Equipment that has a defined sequence of operations must have a condensed version displayed on the page. Drop boxes and expanded windows are acceptable if they do not interfere with screen viewing and operation.
10. Servers must be provided to host the integrated system. This must include hot-swappable drives in a RAID 10 (mirrored sets in a striped set) to allow for greater data protection and speed. These servers must be scaled to the needs of the system and CNM’s recommendations. The servers must provide storage of 5 years of historical data from all points.
11. The User interface must support multiple access levels from screen-driven logins (not tied to windows authentications) and timeouts to be set by using the GUI. User, role and account management must be available through the GUI for authorized users and must not require programming modifications.
12. The Respondent must provide licensing for all points, plus 25% expansion. This includes licensing for integration servers, server OS remote login concurrent sessions and full development software.
13. It is a requirement that the user interface and function implementation be assessed weekly with CNM representatives to ensure that the details of the developed system are within CNM’s needs.

14. All screens and navigation for the remote GUI must support touch screen devices as well as standard computer access.

15. The fully integrated system must have integrated scheduling functions for modifying remote scheduled objects, user access and software functions.

16. The fully integrated system must natively, or through integrated servers, fully support BACnet/IP devices and points. The integration server software must have an unlimited point license.

17. The naming conventions for points and properties through the Integration server and integrated system must follow CNM’s guidelines to match device naming conventions and standards. This will allow for easier system troubleshooting.

18. The interface functions for the integrated system must first include applicable points within the CNM Main Campus. When implemented, the Respondent must provide interim training for these functions and allow the CNM staff to access these functions for verification and training.

19. The overall design of the integrated system must support rapid, secure GUI access over CNM Networks and to authorized mobile devices. The system must be designed to operate efficiently while accessing historical data.

20. The integrated system GUI must offer alarm handling, alarm designation, enumeration level adjustment and remote enunciation. Alarm notifications and operations must be available through GUI screens, email and text messages.

21. All software and hardware must be provided with 2 year support unless exceptions are allowed by CNM. Development and integration software must include 2 year support contracts of the highest tier. This 2 year support must begin from the date of project completion.

22. At least 3 backups of all configured software, databases and graphics must be stored on site during development, implementation and testing. At least one backup must be external to the development hardware being used.

23. All screens and navigation for the remote GUI must support touch screen devices as well as standard computer access.

24. The Respondent must provide CNM representatives with step-by step operating and troubleshooting instructions, training sessions on all system functions and troubleshooting labs. All Operating and Maintenance instructions for software operation and troubleshooting must be customized to reflect the implementation.

25. The integrated system must have a performance verification test that is witnessed by a CNM representative. Written descriptions of the functions must be provided before a performance verification is conducted. When the overall system is complete, there must be a performance verification on the entire system. All Operating and Maintenance data must be provided before the final performance verification is scheduled.

26. The Respondent shall have a full understanding of the purpose, objective and development context of the project and provide a brief discussion of key issues, opportunities, and challenges.
**Integrated System Point Count and Licensing**

An attempt was made to estimate the total number of software and hardware points that a new system integration front-end would be required to host. It is estimated there would be 106,990 points (see Figure 1 below). This number was determined in part from documentation provided by CNM Facilities Department. Where documentation was not available, points were approximated based on standard industry practices for control systems. This is an estimate and must not be taken as a final point count. The responsibility lies with the integration contractor to develop a strategy that will provide full integration of existing sub-systems.

The "Point Variation" factor, shown in Figure 1 below, attempts to account for licensing point costs that will allow adding future capabilities to the system using software points in the local HVAC controllers.

![Figure 1](image_url)

<table>
<thead>
<tr>
<th>Campus Location</th>
<th>Number of Buildings</th>
<th>Retrofits Needed</th>
<th>Ideal Points</th>
<th>Obsolete Points</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Campus</td>
<td>18</td>
<td>8</td>
<td>9,200</td>
<td>15,700</td>
<td>24,900</td>
</tr>
<tr>
<td>Advanced Technology Center</td>
<td>2</td>
<td>0</td>
<td>6,400</td>
<td>0</td>
<td>6,400</td>
</tr>
<tr>
<td>Workforce Training Center</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>5,600</td>
<td>5,600</td>
</tr>
<tr>
<td>Montoya Campus</td>
<td>7</td>
<td>1</td>
<td>9,800</td>
<td>5,600</td>
<td>15,400</td>
</tr>
<tr>
<td>South Valley Campus</td>
<td>5</td>
<td>4</td>
<td>3,200</td>
<td>8,000</td>
<td>11,200</td>
</tr>
<tr>
<td>West Side Campus</td>
<td>3</td>
<td>2</td>
<td>9,700</td>
<td>6,300</td>
<td>16,000</td>
</tr>
<tr>
<td>Rio Rancho Campus</td>
<td>1</td>
<td>0</td>
<td>1,800</td>
<td>1,000</td>
<td>2,800</td>
</tr>
</tbody>
</table>

Point Variation: 24,690  
Total points: 106,990

It should be noted, points considered obsolete are assumed to need complete replacements. That replacement should be part of this project. The Contractor must provide a record of quality workmanship and offer a fully BACnet solution. CNM must receive ALL software for editing, loading, and configuring the HVAC control system for each upgrade. This is critical to the long term success of the integrated system. An agreement for replacement controllers and software updates will also be required. Any vendor or contractor that will not provide BACnet Controllers, replacement controllers and full software shall not be considered.

**PART B**

**E. Credentials**

Provide information that demonstrates your organization’s capability, understanding of and commitment to successfully performing the work described, and the quality of your services. The information that will be relevant includes:

1. Your track record that supports your capability to implement and allow CNM to sustain your integrated approach (for example length of operation, major achievements and projects of similar scope).

2. Your resource base (for example, how many staff do you employ, what is your expertise in the listed software sets).

3. Your priorities and objectives, in particular those that relate to your commitment to providing a fully integrated system.
4. Describe how your software sets and programming experience aligns with those priorities and objectives.

5. Describe the transport protocols that would be used for standard delivery of data, both physical and logical.

6. Your ability to work with existing infrastructure, managerial and technical personnel pertaining to full systems interoperability.

7. Your ability to understand a variety of internetworking and real-world LAN/WAN/MAN implementations.

8. Your knowledge and understanding of the project, from pre-planning through implementation and acceptance, in order to achieve the desired results and services for CNM during all phases of the project including post implementation.

9. Demonstrate your ability to follow and understand the Open Systems Interconnect Protocol Model to ensure fluid data processing and packet flow, from the stages of pre-engineering to completion of integration.

You can include your organization’s company literature, software sets and similar documents, and information about previous projects (including references) in support of your EOI if you wish.

F. Project Objectives

Provide information that demonstrates the clear focus, understanding, and intent of your project idea. You can include references or plans to similar projects, but the descriptive documentation must be included.

The information that will be relevant includes statements about:

1. The objectives and desired outcomes of the project, highlighting key elements likely to determine the success of the project.

2. The importance and relevance of the proposed effort and your ability to commit resources.

3. A preliminary indication of what steps you expect will be achieved and how it will be handled by your organization.

4. A preliminary indication of how you will measure outcomes for steps and project goals (quality/success criteria).

5. Your ideas about activities and opportunities that might be appropriate in the industry to improve the project.

PART C

The information asked for in this section is an indication of your initial thinking about aspects of your idea only, and we accept that it would be modified or developed further in a project proposal should your idea be accepted for further development.

G. Project Management

1. Provide proposed governance arrangements (organization chart).

2. Project point of contact to act as coordinator of all aspects of the project.

3. Provide names and credentials of subject matter experts who have the ability to communicate project requirements, goals, and customer concerns and clearly communicate complex concepts and needs of the project with stakeholders within a variety of CNM departments.

4. Provide indicative phases, timelines, and milestones of the project.
5. Describe all deliverables.

6. Describe the collaborative process you will use to ensure CNM Facilities and Maintenance department and CNM IT department are in agreement with all deliverables set forth by the design.

7. Describe the process you will use to assist faculty in the development of curriculum.

H. **Selection of Products, Vendors, and Subcontractors**

1. What software sets and licensing will be required?

2. What local software support will be provided for support and troubleshooting during the project?

3. What type of subcontractors will you employ, and on what basis (relative to the project goals)?

4. What are the names and areas of expertise of the preferred products and contractors you would use to deliver the project?

5. What support will you provide after implementation? How do you propose training after implementation?

I. **Evaluation Process**

CNM will evaluate Statement of Qualifications packages using, at a minimum, the following criteria:

1. Complies with all elements listed in all sections of this RFQ/SOQ.

2. Narratives are succinct, addressing CNM’s goals.

3. Respondent demonstrates their understanding of the scope and magnitude of the project and provides clear paths for achieving CNM goals.

4. The respondent provides options and alternatives for reducing complexity, minimizing risks and helping CNM succeed in implementing the integrated system.

5. Pictorials, graphics, charts etc. convey important and complex concepts and/or solutions in an effective manner, with appropriate detail for CNM to understand all aspects of the proposed solution(s) to achieving the project goals.

6. Budgetary costs are broken down into categories (software, hardware, collateral impact to other campus systems etc.) that provide enough information from which CNM will be capable of conveying cost responsibilities to other CNM departments.

7. Respondent describes their method of self-evaluation during the project. The self-evaluation process clearly describes the respondent’s priorities for the success of CNM.

J. **Authorization**

Please note that by submitting a Statement of Qualifications you authorize:

1. CNM to seek information from other sources about the listed projects and resources.

2. CNM to disclose information to CNM entities and consultants on your company, software sets, your subcontractors or agents identified in your Statement of Qualifications, for the sole purpose of meeting the needs identified in this project.

3. That you must ensure those agents or subcontractors identified in your EOI have agreed to this authorization.
GENERAL RFQ INFORMATION

This section of the RFQ specifies general requirements and outlines and describes the major events of the selection process. Also listed below are the key action dates/times for this RFQ. If CNM finds it necessary to change any of the dates as indicated below, an addendum to the RFQ will be posted on CNM’s Purchasing website under RFP # P-371. The website address is: http://www.cnm.edu/depts/purchasing/request-for-proposals. CNM will make the attempt to send to all prospective proposers via fax or email all addenda/amendments, however it shall be the responsibility of all potential respondents to monitor CNM’s Purchasing website for any addenda/amendment or other information regarding this RFQ/RFP.

Purpose of this RFQ

CNM is requesting Statements of Qualifications (SOQ’s) from firms interested in providing Services based on the scope of work described herein. By submitting a proposal, all potential proposers acknowledge that they have read, understand and accept the requirements of this RFQ.

This RFQ is designed to provide interested firms with sufficient basic information to submit statements of qualifications meeting minimum requirements, but is not intended to limit a firm’s content or exclude any relevant or essential data.

Standard Terms and Conditions and General Requirements

CNM requires that all proposers agree to be bound by the terms of SECTION B: “Request for Qualifications (RFQ) Standard Terms and Conditions” and SECTION C: “General Terms and Conditions”.

Procurement Management

- **Procurement Manager** - CNM has designated a procurement manager who is responsible for the conduct of this procurement and whose name and contact information is listed in the below “Inquiries” section.

- **Deliveries** - All deliveries should be addressed as follows:

  Central New Mexico Community College  
  Purchasing Department – Building ‘A’, Room A109  
  525 Buena Vista Drive SE  
  Albuquerque, NM 87106

- **Inquiries** - Any inquiries or requests regarding this proposal and/or procurement should be submitted in WRITING, email preferred. Interested firms may contact ONLY the Procurement Manager regarding this RFQ and/or procurement. Other CNM employees do not have the authority to respond on behalf of CNM.

  J. Keith Adams
  Senior Buyer  
  Central New Mexico Community College  
  Purchasing Department  
  525 Buena Vista Drive SE  
  Albuquerque, NM 87106  
  Jadams49@cnm.edu  
  505.224.4546 office  
  505.224.4548 fax
PART 2: CONDITIONS GOVERNING THE PROPOSAL

Schedule of Events:

- **STEP 1, RFQ** issued (advertisement in newspaper and CNM website) ...............................................October 5, 2014
- **STEP 1, MANDATORY** Pre-RFQ Conference and site visit
  - (9:00 a.m. at CNM’s Building “A”, Room A36-Old Dining Room) ..........................................................October 9, 2014
- **STEP 1, Question submission deadline** ..........................................................October 14, 2014
- **STEP 1, RFQ/SOQ submittal deadline** (3:00 p.m. Mountain Time) ..................................................October 22, 2014
- CNM evaluates submittals and sends **STEP 2, RFP’s** to qualified firms..........................November 3, 2014
- **STEP 1, Pre-Proposal Conference** (if necessary, may be MANDATORY)
  - (time and location TBD) ......................................................................................................................November 7, 2014
- **STEP 2, Questions submission deadline** (3:00 p.m. Mountain Time) .........................................November 12, 2014
- **STEP 2, Proposals submittal deadline** (3:00 p.m. Mountain Time) ..............................................November 20, 2014
- CNM notifies three (3) most qualified firms for participation in **STEP 3** ...........................................November 24, 2014
- **STEP 3, Interviews**
  - (schedule to be finalized at a later date). ..............................................................................................December 5, 2014
  - Action by New Mexico HED ..............................................................................................................December 10, 2014
  - Action by CNM Capital Outlay Committee .........................................................................................December 15, 2014
  - Action by CNM Governing Board ....................................................................................................January 13, 2015
  - Post final scores on website, notify apparent awardee (estimated) ....................................................January 31, 2015

**NOTE:** CNM reserves the right to amend and/or change this schedule of RFP activities as it deems necessary under the circumstances. New Mexico HED, CNM Capital Outlay and CNM Governing Board meeting dates are outside the purview of the CNM Purchasing Department and are subject to change without notice.

Explanation of Events

The following paragraphs describe the activities for all three Steps of this procurement as listed in the sequence of events shown above.

- **STEP 1, Issue RFQ** - This RFQ is issued by CNM in accordance with the provisions of Sections 13-1-112, NMSA 1978.

- **STEP 1, MANDATORY** Pre-RFQ Conference. Interested firms are required to attend the MANDATORY Pre-RFQ conference and site visit. This will be the only opportunity Offerors will have to visit the site and speak with CNM regarding this RFQ. Offerors who do not attend this MANDATORY meeting and sign the sign-in sheet will not be able to submit a response to this RFQ.

- **STEP 1, Questions/Clarifications** - Between the time of issuance of the RFQ and the question submission deadline, interested firms are encouraged to send an email to the Procurement Manager concerning any questions they might have about this RFQ, the scope of the project or the schedule for the RFQ.

- **STEP 1, RFQ Amendments** - Should any amendment to this RFQ be deemed necessary between issuance of the RFQ and the proposal submission deadline, it will be posted to CNM’s Purchasing website as indicated above. CNM will make the attempt to send to all prospective proposers via fax or email all addenda/amendments, however it shall be the responsibility of all potential respondents to monitor CNM’s Purchasing website for any
PART 2: CONDITIONS GOVERNING THE PROPOSAL

addenda/amendments or other information regarding this RFQ/RFP. ALL ADDENDA/AMENDMENTS TO THIS STEP 1 MUST BE ACKNOWLEDGED IN SECTION E WITH YOUR RESPONSE.

If an amendment requires a time extension, the proposal submission date will be changed as part of a written amendment.

- **STEP 1, SOQ Submissions** - Statements of Qualifications received after the Submission Deadline are non-responsive. SOQ’s will be reviewed for completeness and compliance with requirements by the Purchasing Office. If any SOQ submitted is deemed non-responsible or non-responsive, the Offeror will be notified in writing of such determination. The method of protesting such a determination can be found in NSMA 13-1-172 through 13-1-176.

- **STEP 1, SOQ Evaluation** - The Selection Committee will review each Offeror’s submission. The Selection Committee will identify the qualified Offerors who will be sent an invitation for STEP 2, Request for Proposal for Services.

- **STEP 2, Request for Proposals (RFP)** – Firms asked to submit Proposals shall submit one proposed lump sum fee along with a schedule of values on the proposal form provided in the RFP. This number shall be the Contractor Fee for Services that will be charged for the accepted and successful completion of the Work set forth herein.

- **STEP 2, Possible MANDATORY Pre-Proposal Conference** – If deemed necessary by CNM, interested firms will be required to attend a Pre-Proposal conference and site visit. This conference may be MANDATORY. Offerors will be advised in a timely manner if this STEP 2 Pre-Proposal meeting will be held. If held, this will be the only opportunity Offerors will have to visit the site and speak with CNM regarding this STEP 2, RFP. If this conference is MANDATORY, Offerors who do not attend this conference and sign the sign-in sheet will not be able to submit a response to this RFP.

- **STEP 2, Questions/Clarifications** - Between the time of issuance of the RFP and the question submission deadline, interested firms are encouraged to send an email to the Procurement Manager concerning any questions they might have about the RFP, the scope of the project or the schedule for the RFP.

- **STEP 2, Proposal Submissions** - Proposals received after the Submission Deadline will be deemed non-responsive. Proposals will be reviewed for completeness and compliance with requirements by the Purchasing Office. If any Proposal submitted is deemed non-responsible or non-responsive, the Proposer will be notified in writing of such determination. The method of protesting such a determination can be found in NSMA 13-1-172 through 13-1-176.

- **STEP 2, Determination of Most Qualified Firms** - After evaluating the STEP 1 Statements of Qualifications received in response to this RFQ, and after receiving and scoring the STEP 2 Proposals for Contractor Fee for Services, the Selection Committee will invite up to three of the highest ranking Offerors for STEP 3, Interviews.

- **STEP 3, Interviews with Finalists** - For those proposals selected for the STEP 3, Interviews, notices to finalists will include the Interview date and time, location where the interviews will be held and will provide the short-listed firms with a list of questions to be addressed by the firms during the interviews. Interviews will be approximately one hour in duration and will be held at the CNM Campus.

- **STEP 3, Final Selection** - The Selection Committee will recommend the firm it believes is most qualified based solely upon its review of the STEP 1 Statements of Qualifications, STEP 2 Proposals and the STEP 3 Interview presentations and responses to the questions posed to the firms in the Interview. CNM’s Governing Board will make the final selection.

- **Notice of Selection** - The most qualified firm will be notified and sent a Request for Proposal for Preconstruction Services.
PART 2: CONDITIONS GOVERNING THE PROPOSAL

- **Contract Negotiations**: CNM and the most qualified firm will begin contract negotiations as soon as possible after notice of selection. The CNM Contract for services will be included in the Request for Proposals. If CNM is unable to negotiate a contract with the most qualified firm that it believes, in its sole discretion, is fair and reasonable, it will terminate negotiations with that firm and begin negotiations with the next highest scored firm based on the CNM Governing Board’s final ranking.

- **Notice of Award**: The Procurement Manager will notify finalists in writing of the final award within fifteen (15) calendar days of the award.

**Proposal Guarantee**: Firms that are selected to submit a proposal for Contractor Fee for Services shall furnish a Request for Proposal Bond in the amount of five (5%) percent of the proposed Contractor Fee.

**Insurance Coverage**: The Proposer shall submit evidence of current insurance to cover the following required coverages. Proposers must submit with the SOQ a Certificate of Insurance showing current coverage equal to or greater than what is required in this RFQ.

1. **Workers’ Compensation and Employer’s Liability Insurance** – In accordance with applicable laws the minimum amount should be the amount required by New Mexico law, but no less than $500,000.

2. **Commercial General Bodily Injury and Property Damage Liability** – Including automobile (owned, non-owned, and hired) of not less than $1,000,000 for each occurrence and in the aggregate of $2,000,000.

3. **Contractual and Proposer’s Protective Liability Insurance** – Covering bodily injury to or death of persons and/or loss of or damage to property, in a combined single limit of $1,000,000 for any one accident and in the aggregate of $2,000,000.

4. **Commercial Auto Liability** – The Proposer will maintain vehicle liability insurance coverage for automobile (owned, non-owned, and hired) in an amount not less than $1,000,000.00 combined single limit liability for bodily injury, including death, and property damage in any one occurrence.

Each contract of insurance required shall remain in effect for the entire term of the contract clauses to the effect that the same may not be reduced or canceled on less than forty-five (45) days prior written notice to CNM. Commercial General Liability and Auto liability policies required hereunder shall name CNM as additional insured. Coverage shall be primary. All insurance required under this section shall be with companies acceptable to CNM. Stated minimums shall not be interpreted as limiting the Proposer’s insurance coverage.

**Payment and Performance Bond**: The selected firm shall submit Payment and Performance Bonds for the full amount of the cost of construction prior to issuance of a Notice to Proceed with construction.

**Licensing Requirement**: Each Proposer must have a current and active New Mexico business license, licensing required by Construction Industries Division to perform the type of work undertaken, and an active registration with the New Mexico Department of Workforce Solutions.

**Contract Compliance Monitoring**: The CNM Purchasing Department shall monitor the successful proposer’s compliance with, and performance under, the terms and conditions of the contract resulting from this procurement. The successful proposer shall make available for inspection and/or copying by CNM, within 24 hours of a written request therefore, all records and accounts relating to the work performed or the services provided in this project.

**Cost Segregation**: The selected contractor shall identify and provide receipts for tangible personal property as defined by New Mexico Statute that is incorporated into the construction of the Area Wide Integrated Controls System Project so that gross receipts for the identified equipment can be deducted from Gross Revenues paid by CNM.
Utility Rebates: The selected contractor shall provide data necessary for CNM to apply for and obtain Utility Rebates.

Personnel Conduct/Compliance: Any personnel executing services under this project while on the CNM premises will conduct themselves in an acceptable, appropriate manner, and comply with all conduct and compliance policies and procedures of CNM. CNM reserves the right to request immediate removal of any personnel it deems, in its sole discretion, to be exhibiting inappropriate behavior not in compliance with CNM policies and procedures.
**PART 3: RESPONSE FORMAT AND ORGANIZATION**

**Number of Responses**  
Only one Statement of Qualifications (SOQ) may be submitted by each individual entity in response to this RFQ.

**Number of Copies**  
Proposers shall provide one original and six (6) copies.

**SOQ Format**  
SOQs shall be typewritten on standard 8½ x 11 paper, double sided printing is acceptable and encouraged (larger paper is permissible for charts, spreadsheets, etc.), and placed within a binder with tabs delineating each section. The suggested length of the SOQ is twenty (20) pages (printed sheet pages) of text and graphic material. Be as succinct as possible and keep the response focused on the project itself. CNM is not interested in receiving marketing materials or marketing information. Material excluded from the suggested twenty (20) page count shall include and shall be limited to:

- Front cover
- Transmittal Letter
- Table of Contents
- Divider pages
- Attachments
- Appendices
- Back Cover

**LIST OF REQUIRED SECTIONS AND EXHIBITS**

The following must be included in your response to this STEP 1, RFQ in order to be found responsive:

- Letter of Transmittal.
- SECTION E, Signature of Firm’s Authorized Representative. All amendments/addenda to this STEP 1, RFQ must be acknowledged on this form.
- SECTION F, Debarment/Suspension Status, Non-Collusion Affidavit and Conflict of Interest Form.
- EXHIBIT B, Campaign Contribution Disclosure Form.
- EXHIBIT D, Current Active Projects.
- EXHIBIT E, Surety Declaration.
- EXHIBIT F, Proof of Insurance.

**FAILURE TO PROVIDE (OR INCOMPLETE PROVISION OF) THESE REQUIRED DOCUMENTS SHALL RENDER THE RESPONSE NON-RESPONSIVE AND THE RESPONSE SHALL NOT BE CONSIDERED FOR AWARD.**

**SOQ Organization**  
SOQs shall be organized in a manner that will enable the Selection Committee to quickly access pertinent information. Sections should be provided that include:

1. Letter of Transmittal. See instructions for information to be included in the Letter of Transmittal in EXHIBIT C.

2. The Proposer’s response to the Requirements of the Statement of Qualifications addressed in the order in which they appear in Part 4 of this Request for Qualifications.
3. EXHIBIT D – Current Active Projects; SECTION E – Signature of Firm’s Authorized Representative; EXHIBIT E – Surety Declaration; EXHIBIT F - Proof of Insurance; and, SECTION G - Valid New Mexico Resident Contractor or New Mexico Resident Veteran Contractor Certificate.

4. SECTION F - Debarment/Suspension Status, Non Collusion Affidavit and Conflict of Interest Form; and EXHIBIT B – Campaign Disclosure Form thoroughly completed, signed and certified as required.

5. EXHIBIT A – CNM’s Non-Disclosure Agreement may be signed now or later, but it must be signed prior to the execution of the contract.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Statement of Qualifications Submission

1. All copies of the SOQ submittal and any other documents required to be part of the submittal will be enclosed in a sealed opaque envelope. The envelope will be identified with the project name and the proposer’s name and address. If the SOQ is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation “SOQ ENCLOSED” on the face thereof. The envelope shall be addressed to the Purchasing Department of Central New Mexico Community College (address noted in above section).

2. The following information shall be provided on the front lower left corner of the envelope, including on any carrier’s (FedEx, UPS, etc.) envelopes, if possible:
   a) Project Title
   b) RFP/RFQ number
   c) Submission Due Date

3. SOQ submittals will be deposited at the designated location prior to the time and date for receipt of SOQ indicated in the Request for Qualifications, or any extension thereof made by addendum. SOQs received after the time and date for receipt of SOQs will be returned unopened. The proposer shall assume full responsibility for timely delivery of SOQs to CNM’s Purchasing Department, including those SOQs submitted by mail. Late delivery by the U.S. Postal Service or any commercial carrier will not be an excuse for late delivery of the proposal.

4. Oral, telephonic, telegraphic, emailed or faxed proposals are invalid and will not be considered.

5. Receipt of SOQs: CNM will date and time-stamp SOQs when they are received. A public log will be kept of the names and submittal times of all SOQs. SOQs received after the deadline will be deemed non-responsive and will be returned unopened to the proposer.

6. Confidentiality of SOQs: SOQs will not be opened publicly and shall not be open to public inspection until after a proposer has been selected for award of the contract, unless otherwise required by law. A proposer may request, in writing, non-disclosure of confidential data by marking “CONFIDENTIAL” in red letters in the upper right hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal. Pursuant to the New Mexico Inspection of Public Records Act, §14-2 NMSA 1978, CNM must allow public inspection of all records unless otherwise exempted from inspection by that Act. CNM shall make its own determination as to whether information marked confidential is subject to public inspection.
PART 3: RESPONSE FORMAT AND ORGANIZATION

7. Non-Conforming SOQs: SOQs will be reviewed for completeness, format, and compliance with the requirements of the RFQ. If any SOQ is deemed non-responsive by CNM's Purchasing Department, the proposer will be notified in writing of such determination.
PART 4: SOQ EVALUATION AND SELECTION PROCESS

Evaluation Factors

STEP 1, Statements of Qualifications will be evaluated by the selection committee based on the evaluation factors listed below. Each prospective proposer must address all elements required by this RFQ. Proposers are hereby informed that in making evaluations and determinations, CNM is not restricted to the minimum information required for SOQs and that any relevant information regarding the evaluation criteria from reliable sources may be considered.

CNM may also require additional relevant information related to the proposer’s past performance or present capability to perform this contract.

Transmittal Letter: Offerors shall submit a Letter of Interest signed by a Principal of the firm. The transmittal letter shall be no more than two (2) pages long, and contain the information requested in EXHIBIT C.

EVALUATION CRITERIA

A. Past Performance, background and experience in completing projects similar to the Area Wide Integrated Controls System Project (10 points). Provide information that demonstrates your organization’s capability, understanding of and commitment to successfully performing the work described, and the quality of your services.

The information that will be relevant includes:

1. Your track record that supports your capability to implement and allow CNM to sustain your integrated approach – for example length of operation, major achievements and projects of similar scope.

2. Your ability to understand a variety of internetworking and real-world LAN/WAN/MAN implementations.

3. What has been the experience of your firm in completing projects of a similar size and type to the Area Wide Integrated Controls System Project? Provide a list of completed projects that demonstrate your ability to perform this work. Include the final cost of each project. Include duration of each project and a reference (including name, phone number and email address) who is familiar with your firm’s performance in completing each project. Provide names of the owner’s representative that is actively using the controls system.

B. Capacity, Capability, Project Team (10 points).

1. Your resource base - for example, how many staff you employ, your expertise in the listed software sets.
2. Describe the organization that you feel is appropriate for handling this project. Identify the personnel or consultants that will be assigned to the project provide their qualifications and experience for each person.
3. Provide proposed governance arrangements (organization chart).
4. Provide point of contact to act as coordinator of all aspects of the project.
5. Provide names and credentials of subject matter experts who have the ability to communicate project requirements, goals, and customer concerns and clearly communicate complex concepts and needs of the project with stakeholders within a variety of CNM departments.
6. Provide indicative phases, timelines, and milestones of the project.
7. Describe all deliverables.
8. Describe the collaborative process you will use to ensure CNM Facilities and Maintenance department and CNM IT department are in agreement with all deliverables set forth by the design.
9. Describe the types of training you will provide to CNM once the system is up and operational.
10. Describe how your company can partner with HVAC faculty and the Applied Technology department to create opportunities within the lab classrooms to provide faculty and students with real world and simulated experiences.

C. Concept of the Proposal/Project Objectives (10 points).

1. Your priorities and objectives, in particular those that relate to your commitment to providing a fully integrated system.
2. Describe how your software sets and programming experience aligns with those priorities and objectives.
3. Describe the transport protocols that would be used for standard delivery of data, both physical and logical.
4. Your ability to work with existing infrastructure, managerial and technical personnel pertaining to full systems interoperability.
5. Your knowledge and understanding of the project, from pre-planning through implementation and acceptance, in order to achieve the desired results and services for CNM during all phases of the project including post implementation.
6. Demonstrate your ability to follow and understand the Open Systems Interconnect Protocol Model to ensure fluid data processing and packet flow, from the stages of pre-engineering to completion of integration. You can include your organization’s company literature, software sets and similar documents, and information about previous projects (including references) in support of your Statement of Qualifications if you wish.
7. Provide information that demonstrates the clear focus, understanding, and intent of your project idea. You can include references or plans to similar projects, but the descriptive documentation must be included. The information that will be relevant includes statements about the following:
   - The objectives and desired outcomes of the project, highlighting key elements likely to determine the success of the project.
   - The importance and relevance of the proposed effort and your ability to commit resources.
   - A preliminary indication of what steps you expect will be achieved and how it will be handled by your organization.
   - A preliminary indication of how you will measure outcomes for steps and project goals (quality/success criteria).
   - Your ideas and activities to incorporate your system, software and data into CNM classes and certification training.
   - Provide ideas on how to get student involvement in the implementation and ongoing use of the system.
   - Your ideas about activities and opportunities that might be appropriate in the industry to improve the project.
8. Discuss the major challenges you envision the Project Team will encounter in completing the work and describe how your firm will address those challenges. Provide your firm’s plan to address the following contractual responsibilities:

- Estimating, scheduling, constructability reviews, logistics planning and value engineering for the project.
- Developing subcontractor interest, conducting pre-bid or pre-proposal meetings, pre-qualifying subcontractors and suppliers, receiving and evaluating bids and proposals, and entering into contracts.
- Project Management Services including services to ensure a quality product is delivered on time and within budget.
- Warranty Services to ensure that problems or issues identified and transmitted to the Contractor for resolution during the Warranty Period by the CNM Facilities Staff are resolved expeditiously.
- Cost Segregation to ensure that all tangible personal property incorporated into the project is identified and receipts for same are provided so that gross receipts for the identified equipment can be deducted from Gross Receipts tax paid by CNM.
- Provision of information required for CNM to apply for and receive utility rebates to which it might be entitled.
- Information for faculty and student use. How will data be provided to faculty and students to allow information to be used in the classroom?

D. Ability of the Offeror to meet time and budget requirements, product selection, vendors and subcontractors (10 points).

1. What software sets and licensing will be required? What are the requirements should the system be used for teaching purposes?
2. What local software support will be provided for support and troubleshooting during the project?
3. What type of subcontractors will you employ and on what basis (relative to the project goals)?
4. What are the names and areas of expertise of the preferred products and contractors you would use to deliver the project?
5. How are subcontractors going to be involved in assisting you in developing opportunities for student involvement and faculty training?
6. Provide an indicative budget broken down between the following:
   - Projected hardware costs
   - Projected Software costs
   - Direct support to be provided to CNM during deployment
PART 4: SOQ EVALUATION AND SELECTION PROCESS

- Indirect costs of project management and integrators
- A preliminary statement about the level of subcontractor involvement and associated costs
- Service and support costs after the system integration is complete

Offeror’s experience and utilization of subcontractors and material suppliers in New Mexico (5 points). Demonstrate your firm’s experience in successfully completing construction projects in New Mexico. Indicate your firm’s familiarity with the local labor market and capability in developing viable pricing alternatives working with subcontractors and suppliers owned and operated by New Mexico residents.

Recent, current and projected workloads (5 points). What has been your firm’s annual volume (in dollars) of construction for the past five years? What is your firm’s anticipated volume for the current year and what is your plan for the next two years? How would your firm’s participation in the Area Wide Integrated Controls System Project affect that plan?

Maximum Score for STEP 1, Statement of Qualifications: 50 points
(plus any validated New Mexico Resident or Resident Veteran preference points)

STEP 2, Request for Proposals
The Selection Committee will review each responsive Statement of Qualification received. The Selection Committee will identify the qualified Offerors who will be sent a STEP 2, Request for Proposal.

Firms asked to submit STEP 2, Proposals shall submit one proposed lump sum fee along with a schedule of values on the proposal form provided in the RFP. This number shall be the CONTRACTOR Fee for Services.

Total Proposals will be evaluated as follows:

(Low Conforming Proposal / Proposal Being Considered) x 25 = Point value for the Proposal Being considered.

Maximum score for STEP 2, Request for Proposals: 25 points
(plus any validated New Mexico Resident or Resident Veteran preference points)

Selection Process
CNM’s Purchasing Department will review all STEP 1, SOQs received in response to this solicitation for conformance with the requirements of this procurement. The Purchasing Department will reject the proposal of any proposer who is not a responsible proposer or fails to submit a responsive proposal as defined in this procurement.

Each member of the Selection Committee will review and independently score each SOQ submitted utilizing the evaluation factors listed above.

The Purchasing Department will then add the scores from the STEP 2, Proposals to the scores from the review of the STEP 1, SOQs to develop a total score for each firm.

New Mexico Resident Contractor or New Mexico Resident Veteran Contractor Preference. Offerors submitting a valid New Mexico Resident Contractor or New Mexico Resident Veteran Contractor Certificate issued by the New Mexico Taxation and Revenue Department will be given additional percentage(s) of the total possible evaluation points added to their scores, as determined by statute.
To complete STEP 2, each Selection Committee Member’s scores from STEP 1 will be added to the STEP 2 points determined by the Purchasing Department. The most points possible by adding STEPS 1 & 2 together is 75 points (plus any applicable New Mexico Resident or New Mexico Resident Veteran preference points). The proposal scoring the most points when adding STEPS 1 & 2 together will be ranked number one, the proposal scoring the second highest score will be ranked number two, and so on.

The Selection Committee will review the results of the scoring from its review of the STEP 1, SOQs and STEP 2, Proposals and determine a “short list” of up to three firms to be invited to participate in the STEP 3, Interviews.

**STEP 3, Interviews**
The Selection Committee will invite the short listed firms to the STEP 3, Interviews. The short listed firms will be given a list of prepared questions to be addressed during the Interview. During the Interview there may be additional follow-up questions.

Scoring for the Interviews will be based upon responses to the questions sent to the short listed firms by email and responses to any follow-up questions that may arise during the interview.

During or after the Interview, each member of the Selection Committee will individually score each short listed firm’s presentation in the Interview together with its responses to the questions posed by the Committee.

Each member’s point totals will be added to the total scores from STEPS 1 & 2, resulting in a FINAL score for each Respondent.

**Maximum Score for the STEP 3, Interviews: 25 points**
*(plus any validated New Mexico Resident or Resident Veteran preference points)*

**Final Score:**
*(All maximum points below may be increased to include applicable NM Resident or NM Resident Veteran preference points)*

- STEP 1, SOQ: 50 Points
- STEP 2, RFP: 25 Points
- STEP 3, Interviews: 25 Points
- Total Possible Points: 100 Points

All three STEPS are used to determine each Respondent’s final score.

The final score of the short listed firms will be provided to the CNM Governing Board for review and approval. CNM’s Governing Board must approve the recommended Respondent for award of the project to the apparent awardee.

**Final Selection:**
CNM will enter into contract negotiations with the highest scored firm. If CNM is successful in negotiating an agreement with the highest scored firm that CNM believes is fair and reasonable, a Contract for the Services will be awarded to that firm. If CNM and the highest scored firm are unable to reach an agreement, negotiations with that firm will be terminated and CNM will open negotiations with the second highest scored firm, and so on.
SECTION B: RFQ 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 Contractor shall be responsible for all damage to persons or property that occurs as a result of his/her fault or negligence, or that of any of his/her employees, agents and or subcontractors. He/she shall save and keep harmless CNM against all loss, cost, damage, claims, expense or liability in connection with the performance of the resultant price agreement. Any equipment or facilities damaged by the successful vendor's operations shall be repaired and or restored to their original condition at the vendor's expense, including but not limited to cleaning and painting. The successful vendor shall be responsible for security of all his/her equipment and for the protection of work done under the resultant price agreement until final acceptance of the work.

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

9. DELIVERY_DELAYS. If after award, the contractor becomes aware of possible problems that could result in delay in the agreed-to delivery schedule, the contractor must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the vendor of his/her contractual obligations. However, failure to notify CNM promptly will be a basis for determining vendor responsibility in an otherwise excusable delay.

10. DISCREPANCIES. Should any interested vendor find discrepancies in any part of the listed specifications or the terms and conditions, or find any part of the listed specification or the terms and conditions to be incomplete or otherwise questionable in any respect, such vendor shall immediately call such matters to the attention of the Buyer, in writing, prior to the established opening date.

11. DISRUPTION OF NORMAL ACTIVITY. All work shall be performed so as not to interfere with normal CNM activities. When it is necessary to disrupt normal activities, the schedule of work and the areas to be affected must be approved by CNM’s authorized representative prior to commencement of the work.

12. EMPLOYEE CERTIFICATION. The vendor and all vendor's employees utilized on the work to be performed under this Request for Proposals must have the proper certification(s) and license(s) to comply with State and local requirements connected to this Request for Proposals. The contractor shall use only fully qualified and approved service technicians to perform inspections, service and or repairs under this Request for Proposals.

13. EQUIPMENT_REQUIRED. The vendor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Request for Proposals except as otherwise noted in the Specifications.

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

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

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

17. GOVERNING LAW. This Request for Proposals and all resultant price agreements shall be interpreted and governed by the Laws of the State of New Mexico.

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

19. INVITATION TERMS PART OF CONTRACT. This Request for Proposals along with its attachments will be considered to be part of the resultant price agreement and or purchase order and is to be incorporated by reference.

20. LATE SUBMISSIONS. Late submissions of proposals will not be considered unless it is determined by CNM that the late receipt was due solely to mishandling by CNM or if the proposal is the only one received. All other late submissions will be returned unopened.

21. MODIFICATIONS. Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. The Buyer may request technical clarifications of the proposal following the opening.

22. NUMBER FOR PROPOSAL CLARIFICATION. The Vendor should include a local or toll-free number for proposal clarifications. Failure to do so may result in the proposal being declared non-responsive.

23. CONTRACTOR’S TERMS AND CONDITIONS. Contractors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the agency.

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

25. OWNERSHIP OF MATERIAL. During the term of the resultant agreement, ownership of all data, material, and documentation originated and prepared by the successful vendor for CNM shall belong exclusively to CNM.

26. PAYMENT DISCOUNTS. CNM will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the highest evaluated offer.

27. PERIOD FOR PROPOSAL ACCEPTANCE. The Vendor agrees, if its proposal is accepted within ninety (90) calendar days of the closing date, to furnish the goods and services at the prices set forth in its proposal, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in removal from the bid list. An additional time period may be requested elsewhere in this Request for Proposals.

28. POTENTIAL COSTS UNSPECIFIED. The Vendor shall include in its proposal all 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.

29. PROPOSAL NEGOTIATION. Vendors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining best and final offer. Negotiations may be conducted with responsible vendors who submit offers found reasonably likely to be selected for award.

30. PROPOSAL OPENING. Proposals will be opened on the due date and time specified on the proposal cover sheet in the Purchasing Department Office. This is not a public opening and contractors are not invited to attend.

31. PUBLIC INFORMATION. All information, except that marked as confidential, will become public information at the time that the Proposal is awarded. Confidential information must be marked “CONFIDENTIAL” in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

32. REFERENCES REQUIRED. Vendor must furnish the minimum number of reference requested herein. Failure to submit the information may result in your proposal being considered non-responsive. Vendor, by furnishing these references, agrees to allow CNM to contact any person or organization listed, and to utilize information obtained in the evaluation of the offer.
SECTION B: RFQ STANDARD PROPOSAL TERMS AND CONDITIONS

33. RELEASES. Upon final payment of the amount due under the terms of the resultant agreement, the successful vendor shall release CNM, its Governing Board, officers and employees from all liabilities, claims and obligations arising from or under the terms of the resultant agreement. The successful vendor agrees not to purport to bind CNM to any obligation not assumed herein by CNM unless CNM has expressly authorized the successful vendor to do so and then only within the strict limits of that authority.

34. REPORTS AND INFORMATION. At such times and in such forms as CNM may require, there shall be furnished to CNM such statements, records, reports, data and information, as CNM may request pertaining to matters covered by all resultant agreements to this Request for Proposals.

35. RESPONSIBLE VENDOR. CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of a vendor (i.e., prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the Request for Proposals). Vendor shall provide audited financial statements if requested by CNM.

36. RESPONSIVENESS OF PROPOSALS. Vendors are hereby expressly instructed that all proposals in response to this solicitation shall meet all specifications and requirements of this solicitation.

37. SEVERABILITY. If any provision of the resultant agreement is found invalid or unenforceable, the remainder of the resultant price agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.

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

39. STATE AND LOCAL ORDINANCES. The successful vendor shall perform work under the resultant price agreement in strict accordance with the latest version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the vendor. Where the drawings and or specifications indicate materials or construction in excess of the code requirements, the drawings and or specifications shall govern. The vendor shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

40. STATUS OF VENDOR. The successful vendor is an independent contractor performing services for CNM and neither he/she nor his/her agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of CNM vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of CNM. The successful vendor acknowledges that all sums received under the resultant agreement are personally reportable by him/her/her for income, self-employment and other applicable taxes.

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

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

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

43. TAXES. CNM is exempt from Federal excise taxes and from New Mexico gross receipts taxes on materials, except construction materials used by a contractor. Services are not exempt from gross receipts taxes. Taxes, if any, on services must be included as a separate line item and not included in your base price proposed. Applicable taxes are excluded from the evaluation of the proposal.

44. TECHNICALITIES. CNM reserves the right to waive any technical irregularities in the form of the proposal of the highest evaluated vendor which do not alter price, quality or quantity of the services, construction or items of tangible personal property offered.

45. TELEGRAPHIC/FACSIMILE SUBMITTALS. Telegraphic / Facsimile proposal submittals will not be considered. However, proposals may be modified by telegraphic/facsimile notice, provided that the notice is received by the time and date specified for the closing.

46. TERMINATION. Termination for cause. If the contractor, for any cause, fails or omits to carry out the work in an acceptable manner, CNM may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Contractor shall be required to take corrective measures within such time. Contractor's failure to comply with such notice and to cure the deficiency as provided in the notice shall subject the Agreement to immediate termination by CNM. In the event of a for-cause termination, CNM shall terminate the Agreement by delivering to the Contractor a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon delivery of such notice, Contractor shall have the right to receive payment for services performed prior to termination date, including reimbursement then due.
SECTION B: RFQ STANDARD PROPOSAL TERMS AND CONDITIONS

Termination for convenience of CNM. On fifteen (15) business day’s written notice to Contractor, CNM may terminate the Agreement in whole or in part for its own convenience in the absence of any default by Contractor. In the event of a no-cause termination, CNM shall terminate the Agreement by delivering to Contractor notice of termination without cause specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the fifteenth (15) business day after delivery of the notice. Within ten (10) calendar days of the effective date of termination, Contractor shall deliver to CNM all documents and any other materials developed under the Agreement. Upon delivery of such notice, the Contractor shall have the right to receive payment for services performed to termination date, including reimbursement then due.

47. VENDOR GUARANTEE. The vendor shall guarantee all materials, equipment and workmanship furnished and or installed to be free of defects and shall agree to replace solely at his/her expense any and all defective equipment, parts, etc. within a one year period after the date of acceptance of the items and or installation by CNM, unless otherwise agreed to in writing at the time of award.

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

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

50. WORKMANSHIP/COOPERATION. All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The successful vendor will cooperate with CNM and other contractors and coordinate his/her work involving other contractors through CNM's authorized representative.

51. WAGE RATES. Projects with an estimated cost greater than $60,000 done under this RFP will be subject to the Public Works Minimum Wage Act (13-4-11 through 14-4-17, NMSA 1978) and per exhibit labeled “MINIMUM WAGE RATES”. Minimum wages will be supplied at time of award or may be obtained from the Labor and Industrial Commission, 1596 Pacheco Street, Santa Fe, NM 87501.

52. PERFORMANCE AND PAYMENT BONDS. A performance bond and a payment bond, covering materials and labor, each in the amount of 100% of the resultant price agreement cost is required. The bond must be executed by the bidder with a surety company authorized to do business in New Mexico or other suitable sureties approved by the State Board of Finance. The performance and payment bonds must be received by the buyer issuing the award within 14 days of the award and must reference this RFP Number on the face of the documents.
SECTION C: GENERAL TERMS AND CONDITIONS

1. Inspection and Audit.
   a. CNM may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedures required by the specification are in addition to CNM's rights under this paragraph.

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

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

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

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

5. Changes. CNM may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of CNM. Any claim of Seller for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Seller of notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. Termination and Delays. CNM, by written notice stating the extent and effective date may terminate this order for convenience in whole or in part, at any time. CNM shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount to be approved by CNM, and not otherwise recoverable from other sources by Seller, with respect to the undelivered or unaccepted portion of this order. Provided, however, compensation hereunder shall 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 provision of this order, or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, CNM may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by CNM, including incidental and consequential damages.

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

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

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

7. Affirmative Action. Seller shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap. Seller agrees to: a) adhere to the principles set forth in Executive Order 11246 and 11375, and to undertake 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, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work.
SECTION C: GENERAL TERMS AND CONDITIONS

by or willful misconduct of CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including 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 received and accepted and correct invoice received by CNM's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

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

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

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

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

15. OSHA Regulations. The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this Invitation. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fires, 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 condition of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term “contract” shall mean “this order”, the term “contractor” shall mean “Seller” and the term “Government” and “Contracting Officer” shall mean “Albuquerque CNM” and the “Director of Purchasing,” respectively.

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

* Anti-kickback Procedures: 52.203-7
Buy American Act and Balance of Payments Program 52.225-7001
SECTION C: GENERAL TERMS AND CONDITIONS

* Contract Work Hours and Safety Standards Act-Overtime Comp. 52.222-4
* Equal Employment Opportunity 52.222-26
Integrity of Unit Prices 52.215-26(a) (b)
Notice to the Government of Labor Disputes 52.222-1
Preference for U.S. Flag Air Carriers (For internal air travel) 52.247-63
Restriction on Subcontractor Sales to the Government 52.203-6
Service Contract Act of 1965 (Reserved) 52.222-41
* Termination for Convenience of Government
  (Education and other Nonprofit Institutions) 52.249-5(a) (f)

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

*On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.
SECTION E: SIGNATURE OF FIRM’S AUTHORIZED REPRESENTATIVE

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

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

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

Please fill in all spaces below:

Legal Company Name ____________________________

Address ____________________________

City, State, Zip ____________________________

Phone Number ____________________________

FAX Number ____________________________

Email ____________________________

Contact Person for Clarification of Proposal Response ____________________________

NM Tax ID ____________________________

Federal Tax ID ____________________________

Applicable NM License Numbers ____________________________

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

OFFERORS WISHING TO RECEIVE THE RESIDENTIAL PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A VALID RESIDENTIAL PREFERENCE CERTIFICATE ISSUED BY NEW MEXICO TAX & REVENUE WITH THEIR SEALED RESPONSE.

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

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

Number date Number date Number date Number date

Signature of Member Authorized to Sign for Firm ____________________________

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

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

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

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

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

Signature ___________________________________________ Title ______________________
Printed/Typed Name ___________________________________________ Date ____________
Legal Company Name ____________________________________________
Address ________________________________________________________
City/State/Zip ________________________________________________
SECTION G: NM RESIDENT & RESIDENT VETERAN PREFERENCE CERTIFICATION

USE THIS OFFICIAL FORM – DO NOT RECREATE OR USE ALTERNATIVES

RESIDENT PREFERENCE
OFFERORS WISHING TO RECEIVE THE NEW MEXICO RESIDENT PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A VALID NEW MEXICO RESIDENT PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE. SUBMITTED CERTIFICATES SHALL BE VALIDATED BY CNM WITH THE NEW MEXICO TAX & REVENUE DEPARTMENT.

RESIDENT VETERAN PREFERENCE
OFFERORS WISHING TO RECEIVE THE NEW MEXICO VETERAN RESIDENT BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A VALID NEW MEXICO RESIDENT VETERAN PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE AND COMPLETE THE FOLLOWING. IF OFFEROR’S FIRM IS INELIGIBLE TO RECEIVE THE NEW MEXICO RESIDENT VETERAN 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 ONLY ONE BOX FROM THE FOUR (4) CHECK BOXES LISTED BELOW:

☐ I declare that my firm is ineligible to receive New Mexico Resident Veteran Preference.

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veteran Preference AND who have included a valid New Mexico Resident Veteran Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by CNM with the New Mexico Tax & Revenue Department.

☐ 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 cancelled award of the procurement involved if the statements are proven to be incorrect.
EXHIBIT A: NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement – for Contractors

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

WITNESSETH:

WHEREAS, Contractor has contracted with CNM to provide the services, as described in Request for Proposal # P-371 and related documents (the “Contract”), the terms and conditions of which Contract are incorporated herein by reference; and

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

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

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

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

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

NOW, THEREFORE, for the reasons stated above, Contractor, as a precondition to its Contract
with CNM and in partial consideration thereof, agrees and covenants with CNM as follows:

1. Contractor agrees to perform services under the Contract pursuant to any and all privacy and confidentiality requirements contained in state and federal laws and regulations applicable to CNM, as well as those state and federal laws and regulations applicable to Contractor.

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

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

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

5. Contractor agrees that information contained within CNM resources and systems shall be accessed, if at all, only as may be necessary to carry out the Contract. Contractor agrees to reasonably limit access to information contained within CNM resources and systems to those among its employees, officers or directors for whom disclosure is necessary to further the purpose of the Contract.
6. Contractor agrees that, upon the termination or conclusion of the Contract, it will deliver promptly to CNM all data, information, documentary and other materials relating to CNM, and any and all copies of electronic records thereof, within its custody or control or within the custody or control of its agents or representatives, that it or anyone operating on its behalf created, produced or obtained in the course of Contractor’s Contract with CNM.

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

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

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

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

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

12. If any of the provisions of this Agreement are not enforceable, in whole or in part, the remaining provisions set forth in this Agreement shall nonetheless remain in full force and effect.

13. This Agreement constitutes the entire understanding of the Parties about the subject matter hereof and may not be amended or modified except in writing signed by each of the Parties to the Agreement.

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

Central New Mexico Community College  [Contractor/Vendor Name]

Print Name: __________________________ Print Name: __________________________
Signature: __________________________  Signature: __________________________
Title: ______________________________  Title: ______________________________
Date: ______________________________  Date: ______________________________

Contractor Employees who will have access:

Print Name: __________________________
Signature: __________________________
Title: ______________________________
Date: ______________________________
EXHIBIT A: NON-DISCLOSURE AGREEMENT

Print Name: ______________________
Signature: _______________________
Title: ___________________________
Date: __________________________

Print Name: ______________________
Signature: _______________________
Title: ___________________________
Date: __________________________
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
EXHIBIT B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

a sole source or a small purchase contract.

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: ____________________________________________________________

Relation to Prospective Contractor: __________________________________________________

Date Contribution(s) Made: _________________________________________________________

Amount(s) of Contribution(s): ______________________________________________________________________________________

Nature of Contribution(s): ______________________________________________________________________________________

Purpose of Contribution(s): ______________________________________________________________________________________

Signature __________________________ Date __________________________

Title (position) __________________________

--OR--

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

Signature __________________________ Date __________________________

Title (Position) __________________________

(Attach extra pages if necessary)
Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST include the following information:

1. Identify the submitting organization.
2. Identify the name and title of the person authorized by the organization to contractually obligate the organization.
3. Identify the name, title and contact information of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the name, title and contact information of the person to be contacted for clarification questions regarding the statement of qualifications or proposal.
5. If the proposal is being submitted by an agent, attach a current Power of Attorney certifying the agent’s authority to bind the proposer.
7. Provide firm’s Federal ID number, New Mexico Contractor’s license number, New Mexico Gross Receipts Tax number.
8. Be signed by a person authorized to contractually obligate the proposer. If more than one company forms a team to submit a joint proposal an authorized representative of each company must sign the proposal.
**EXHIBIT D: CURRENT ACTIVE PROJECTS**

**CURRENT ACTIVE PROJECTS**

List all the major projects your organization has in progress. List the name of the project, owner, contract amount, phase of the project (preconstruction or construction), percent complete and planned or actual Substantial Completion Date.

<table>
<thead>
<tr>
<th>Project Title and Location</th>
<th>Owner</th>
<th>Contract Amount</th>
<th>Phase</th>
<th>Percent Complete</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
</table>
EXHIBIT E: SURETY DECLARATION

Surety Declaration

Provide a Notarized Declaration from a surety meeting the requirements of NMSA 13-4-18 stating the amount of bonding capacity available to your firm for this project.

Provide the name, address and phone number of a contact at the Surety that can be contacted by the Selection Committee if necessary.
EXHIBIT F: PROOF OF INSURANCE

PROOF OF INSURANCE

Attach document (ACORD Form) from Insurance Carrier(s) indicating your firm’s ability to obtain insurance in the amount of the limits required for this Request for Qualifications.
**EXHIBIT G: AREA WIDE INTEGRATED CONTROLS SYSTEM DRAWINGS**

The Area Wide Integrated Controls System Drawings must be retrieved from CNM’s Purchasing website, located at: http://www.cnm.edu/depts/purchasing/request-for-proposals under P-371, STEP 1, RFQ.

**EXHIBIT H: ORIGINAL STUDY IN RESPONSE TO REQUEST FOR EXPRESSION OF INTEREST**

The Original Study in response to the Request for Expression of Interest document as it pertains to the Area Wide Integrated Controls System must be retrieved from CNM’s Purchasing website, located at: http://www.cnm.edu/depts/purchasing/request-for-proposals under P-371, STEP 1, RFQ.