

NEW MEXICO HIGHLANDS UNIVERSITY
PURCHASING DEPARTMENT
903 UNIVERSITY AVENUE
LAS VEGAS, NEW MEXICO 87701

CONTRACTOR:

This is an INVITATION FOR BID (IFB) between New Mexico Highlands University (NMHU) and the Contractor noted above.

This IFB includes the terms and conditions on this Signature Page and:

1. CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS FORM
2. SECTION I. STATEMENT OF WORK
3. SECTION II. QUOTATION INSTRUCTION
4. SECTION III. GENERAL TERMS & CONDITIONS
5. SECTION IV. SUPPLEMENTAL TERMS AND CONDITIONS
6. SECTION V. SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

BID DUE DATE: WEDNESDAY, OCTOBER 28, 2009 AT 2:00 P.M.
MOUNTAIN STANDARD TIME

*** Telefaxed and electronic submittals of bids will be accepted. Due date and time for telefaxed and electronic bids will be the same as for submittal of hardcopies and are to be sent to the Buyer listed at the bottom of this page. NMHU is not responsible for problems with transmittal, lost, missing, or late bids. ***

Please provide the following information (if applicable)

For Clarifications Contact Buyer

New Mexico Highlands University invites you to submit a Bid on the material and/or services in the attached Invitation for Bid (IFB). Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, terms and conditions and specifications of this IFB may result in your offer being classified as unresponsive. Bids must be submitted to the above address no later than the time and date specified above. New Mexico criminal law prohibits bribes, gratuities and kickbacks.

Your signature on this cover page indicates your acceptance of the terms and conditions outlined in the Invitation for Bid.

Signed: Michael Saavedra Authorized Contractor Representative:

NMHU Buyer

Michael Saavedra

Phone: (505) 454-3053

Fax: (505) 454-3109

Email: mjsaavedra@nmhu.edu

Printed Name and Title

Signature

Contractor Telephone Number

Contractor Telefax Number

Please complete, sign and return this page with your bid.

CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS

THE FOLLOWING DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR OFFER:

RESIDENTIAL PREFERENCE:

Residential Preference No. _____
 Is material offered grown, produced or wholly manufactured in New Mexico? _____

BUSINESS SIZE/CLASSIFICATION:

- Small Business Concern Minority Owned Business Concern
 Large Business Concern Women Owned Business Concern

Please note that the business size/classification information is for reporting purposes only and will not be used in evaluating or awarding the contract.

Contact Information for Offer Clarification:			
NAME:		TITLE:	
TELEPHONE:		FAX:	
CELL:		EMAIL:	

ACKNOWLEDGMENT OF ADDENDA:

I acknowledge receiving the following addenda and have included their provisions in my bid. List the addenda number and addenda date below:

Addenda Number: ____ Date of Addenda: _____; Addenda Number: ____ Date of Addenda: _____

Addenda Number: ____ Date of Addenda: _____; Addenda Number: ____ Date of Addenda: _____

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Invitation for Bid with its related documents, and being familiar with all of the conditions surrounding the described electrical consumable items, including the availability of electrical consumable items hereby offers to furnish all electrical consumable items necessary to comply with the specifications in accordance with the Terms and Conditions set forth herein and at the prices stated in the price offer.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:			
PRINTED OR TYPED NAME:			
TITLE:		DATE:	
PHONE:		EMAIL ADDRESS:	

Please complete, sign and return this page with your bid.

SECTION I.

ARTICLE 1 - STATEMENT OF WORK:

New Mexico Highlands University (NMHU) is interested in setting up Price Agreements for purchase of new electrical consumable items. The effective date of all Agreements will be started on the date the Award Letter has been signed and will be in effect for one full year. NMHU and the winning bidder(s) will have the option to extend the contract for a period of two additional (2) years, on a year-by-year basis. These extensions must be mutually agreed upon in writing by NMHU and the vendor. This agreement shall not exceed three (3) years.

Article 7-Price Schedule will provide the minimum specifications for each item. It is understood that no guarantee or warranty is made or implied, by NMHU, that any order for any definite quantity will be issued under the resultant price agreement(s).

There likely will be multiple awards made from this IFB. NMHU will award each item to the lowest bidder of the item. **It is not necessary to provide a bid on every item.** If you do not bid on an item write "no bid" on the line meant for the "UNIT PRICE".

ARTICLE 2 - SPECIFICATIONS

Items furnished shall conform to the requirements of specifications applicable to the items listed under **Article 7-Price Schedule.**

All items are "or equal". Provide a cut sheet of the item being bid. This cut sheet will be used by the evaluator(s) to determine if your item is "equivalent" to the item specified by NMHU. The item manufacturer's numbers and descriptions may not always match to the true manufacturer's number and description. Items were listed to the best knowledge of the preparers. If you spot an error you may contact the buyer. The buyer's contact information is listed on page one of the IFB.

ARTICLE 3 - DELIVERY

Ship complete orders to arrive at NMHU, Las Vegas, New Mexico. Orders are to be received at NMHU within seven (7) calendar days of issuance of a purchase order. Items may also be picked up by NMHU authorized employees.

All shipping or freight costs shall be included in the bid price. No additional shipping or freight charges will be allowed.

Under "SHIP AMOUNT" list the preferred ship amount of the item. For instance, if a particular bulb generally comes in cases of 96, list "96". Purchase of one case equals "96" bulbs, two cases equals "192" bulbs, etc.

NMHU will not require splitting of cases, with the exception of items listed in the section for "MOTORS". In the "MOTORS" section NMHU will be allowed to purchase a quantity of one or more of any of the items in this section.

Ship quantities must be reasonable. If NMHU staff believe that a ship quantity is not reasonable, a request for justification will be made.

This IFB allows for minimum order amounts.

List your minimum order amount: _____.

If NMHU decides to pick up orders from your place of business there will be no minimum order amount.

ARTICLE 4 - AWARDS

NMHU will award to the lowest bidder of each item listed under **Article 7-Price Schedule**. When calculating for the lowest bidder when quantities per box or case are different amongst bidders NMHU will calculate the cost per unit and use this calculated amount for comparison to determine the lowest bidder.

When not bidding on an item indicate 'N/A' where the cost is to be listed.

Prices as listed in **Article 7-Price Schedule**, ARE FIRM.

ARTICLE 5 - PAYMENTS

Invoices are to be submitted following installation. Payments are to be "net-30", and in accordance with section 13-1-158 (NMSA 1978). Also in accordance with section 13-1-158 (NMSA 1978), NMHU is not allowed to make pre-payments or deposits.

ARTICLE 6 – CONTACTS

Sylvia Baca and Michael Saavedra have been designated as the contact persons for this IFB. No offeror may contact any University employee, officer or member of the Board of Regents other than Mrs. Baca or Mr. Saavedra regarding this IFB through the date of the award of contract. Any offeror who makes such unauthorized contact shall be deemed to have violated the terms and conditions of this IFB and that person's bid may be rejected as a result.

Contact Person:

Name, Title Sylvia Baca, Capital Financial Analyst Manager
Department Facilities Services
Phone: 505-426-2048
Email address: sbaca@nmhu.edu

Name, Title Michael Saavedra, Senior Buyer
Department Purchasing
Phone: 505-454-3053
Email address: mjsaavedra@nmhu.edu

ARTICLE 7 – PRICE SCHEDULE

ALL ITEMS ARE “OR EQUAL” UNLESS SPECIFICALLY STATED OTHERWISE

ITEM	MANUF.	MANUF. NUMBER	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE	SHIP AMOUNT
BULBS AND LAMPS						
001	Philips	28129-5	each	MHC70/U/M/4K, 70 watt, metal halide bulb, medium base	\$ _____	_____
002	Philips	28135-2	each	MHC100/U/M/4K, 100 watt, metal halide bulb, medium base	\$ _____	_____
003	Philips	37720-0	each	MHC150/U/M/4K, 150 watt, metal halide bulb, medium base	\$ _____	_____
004	Philips		each	MHC70/C/U/M/3K, 70 watt, coated, metal halide bulb, medium base	\$ _____	_____
005	Philips	168666	each	150A/WL, 150 watt incandescent soft white bulb	\$ _____	_____
006	Philips	28728-4	each	MH175/C/U, 175 watt bulb	\$ _____	_____
007	Philips	232645	each	20 watt, T3, clear, halogen capsule bulb	\$ _____	_____
008	Philips	23364-3	each	CDM35/PAR20MFL, 35 watt bulb	\$ _____	_____
009	Philips	36023-0	each	MHC50, 50 watt bulb	\$ _____	_____
010	Philips	38332-3	each	PL-C18W/835/4P, 18 watt, compact fluorescent bulb	\$ _____	_____
011	Philips		each	PL-C15MM/28W/27, 28 watt, quad tube, 2-pin, compact fluorescent lamp	\$ _____	_____
012	Philips		each	PL-L40W/841/4P/IS, 40 watt, T5, 4-pin, compact fluorescent lamp	\$ _____	_____
013	Philips	24835-1	each	6S6-SBP, 6 watt clear bulb	\$ _____	_____

NEW MEXICO HIGHLANDS UNIVERSITY
 INVITATION FOR BID NUMBER: 881
 DATE: SEPTEMBER 16, 2009
 TITLE: CONTRACTS FOR ELECTRICAL CONSUMABLES

ITEM	MANUF.	MANUF. NUMBER	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE	SHIP AMOUNT
014	Philips	22512-8	each	20T6-1/2/DC/IF, 20 watt, frosted, DC bayonet tube bulb	\$ _____	_____
015	Philips	22511-0	each	20T6-1/2/IF, 20 watt. T6, frosted, intermediate base, tube bulb	\$ _____	_____
016	Philips	36023-0	each	MHC50, 50 watt bulb	\$ _____	_____
017	Philips		each	90PAR38/HAL/3FL/130V, 90 watt, halogen, side prong, food service PAR 38	\$ _____	_____
018	Philips	36872	each	C100S54/ALTO, 100watt, high pressure sodium bulb	\$ _____	_____
019	Sylvania	67533	each	LU400/ECO, 400 watt, high pressure sodium bulb	\$ _____	_____
020	Sylvania	14502	each	50PAR20/HAL/NFL30, 50 watt bulb	\$ _____	_____
021	Sylvania	29505	each	F96T12/CW/SS, 60 watt, T12, fluorescent lamp	\$ _____	_____
022	Sylvania	21737	each	FO96/735/ECO, 59 watt, T8, fluorescent lamp	\$ _____	_____
023	Sylvania	67533	each	LU400/ECO, 400 watt, high pressure sodium bulb	\$ _____	_____
024	Sylvania	67578	each	LU250/ECO, 250 watt, mogul based, high pressure sodium bulb	\$ _____	_____
025	Sylvania	67500-1	each	LU35/MED, 35 watt, medium based, pressure sodium bulb	\$ _____	_____
026	Sylvania	67502	each	LU50/MED, 50 watt, high pressure sodium bulb	\$ _____	_____
027	Sylvania	67516-3	each	LU150/55/ECO, 150 watt, mogul based, high pressure sodium bulb	\$ _____	_____
028	Sylvania	25146	each	F48T12/CW/HO, 60 watt, T12, HO rapid start, fluorescent lamp	\$ _____	_____

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029	Sylvania	64547	each	MP70/U/MED, 70 watt, metal halide lamp	\$ _____	_____
030	Sylvania	20672-3	each	CF18DD/E/835, 18 watt, T4, 4-pin based, compact fluorescent bulb	\$ _____	_____
031	Sylvania	20583	each	FT36DL/841/ECO, 36 watt, T5, 4-pin based, compact fluorescent bulb	\$ _____	_____
032	Sylvania	20586-3	each	FT40DL/841/RS, 40 watt, 2G11 based, long, compact fluorescent bulb	\$ _____	_____
033	Sylvania	18038-3	each	15T6, 15 watt, clear tube bulb	\$ _____	_____
034	Sylvania	18505-1	each	25T10/IF, 25 watt, clear tube bulb	\$ _____	_____
035	Sylvania	20680-4	each	CF26DD/835/ECO, 26 watt, T4, 2-pin based, compact fluorescent bulb	\$ _____	_____
036	Sylvania	20329-2	each	CF9DS/827, 9 watt, 2-pin based, compact fluorescent bulb	\$ _____	_____
037	Sylvania	20871-2	each	CF42DT/E/IN, 42 watt, 2-pin based, quad tube, bulb	\$ _____	_____
038	Sylvania	20885-3	each	CF32DT/E/835, 32 watt, triple tube, compact fluorescent bulb	\$ _____	_____
039	Sylvania	20886	each	CF32DT/E/IN, 32 watt, 4-pin based, triple tube, compact fluorescent bulb	\$ _____	_____
040	Sylvania	20335-6	each	CF13DS/835/ECO, 13 watt, 2-pin based, twin tube bulb	\$ _____	_____
041	Sylvania	20708	each	CF13DD/D841, 13 watt, 2-pin based, twin tube bulb	\$ _____	_____
042	Sylvania	69450-1	each	H33GL-400/DX, 400 watt, mogul based, mercury HID bulb	\$ _____	_____
043	Sylvania	20318-6	each	CF13DS/E/841, 13 watt, 4-pin based, T4, single tube bulb	\$ _____	_____

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044	Sylvania	20673	each	CF26DD/E/835/ECO, 26 watt, double tube, compact fluorescent bulb	\$ _____	_____
045	Sylvania	64490-1	each	400/U, 400 watt, mogul based, clear, metal halide lamp	\$ _____	_____
046	Sylvania	64488-1	each	400/U/BT28, 400 watt, mogul based, clear, metal halide lamp	\$ _____	_____
047	Sylvania	20585	each	FT40DL/835/RS/ECO, 40 watt, T-5, 4-pin based, single tube, compact fluorescent bulb	\$ _____	_____
048	Sylvania	67506	each	LU100/MED, 100 watt, medium Based, high pressure sodium bulb	\$ _____	_____
049	Sylvania	24596	each	F34CW/SS/ECO, 34 watt, T12, rapid start fluorescent lamp	\$ _____	_____
050	Sylvania	21712	each	FO32/741/XP/ECO, 32 watt, T8, 2-pin based, fluorescent lamp	\$ _____	_____
051	Sylvania	21916	each	FO40/841/XP/eco, 40 watt, T8, 2-pin based, fluorescent lamp	\$ _____	_____
052	General Electric	13703	each	F96T12/CW/HO, 110 watt, T12 recessed double contact (R17d), VHO based fluorescent lamp	\$ _____	_____
053	General Electric	27235	each	F96T12/SP41/WM/ECO, 60 watt, single pin based, fluorescent lamp	\$ _____	_____
054	General Electric	41287	each	75A/W/LL, 75 watt, medium based, incandescent lamp	\$ _____	_____
055	General Electric	20333	each	120R/FL/MI, 120 watt, medium based, BR40, incandescent flood lamp	\$ _____	_____
056	General Electric	41890	each	F96T8/XL/SP35, 59 watt, single pin based, fluorescent lamp	\$ _____	_____
057	General Electric	80315	each	150PAR/3FL/MINE, 150 watt, medium side pronged based, incandescent lamp, PAR38 lamp shape	\$ _____	_____

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058	General Electric	15622	each	F35T12CW/U/6/WM/ECO, 35 watt, medium based, bi-pin, "U" shaped, fluorescent lamp	\$ _____	_____
059	General Electric	44047	each	LU250, 250 watt, mogul based, high pressure sodium HID lamp	\$ _____	_____
060	General Electric	10480	each	F32T8/SP41/U/6, 32 watt, medium based, bi-pin, "U" shaped, fluorescent lamp	\$ _____	_____
061	General Electric	15484	each	F17T8/XL/SPX41ECO, 17 watt, medium based, bi-pin, fluorescent lamp	\$ _____	_____
062	General Electric	45748	each	F17T8/SP41/ECO, 17 watt, T8 medium based, bi-pin, fluorescent lamp	\$ _____	_____
063	General Electric	80045	each	F20T12/CW/ECO, 17 watt, T12 medium based, bi-pin, fluorescent lamp	\$ _____	_____
064	General Electric	80044	each	F20T12/C50/ECO, 20 watt, T12 medium based, bi-pin, fluorescent lamp	\$ _____	_____
065	General Electric	80076	each	F25T12/SP41/ECO, 25 watt, T12 medium based, bi-pin, fluorescent lamp	\$ _____	_____
066	General Electric	45756	each	F25T8/SP41/ECO, 25 watt, T8 medium bi-pin based, fluorescent lamp	\$ _____	_____
067	General Electric	80086	each	F30T12/D/RS/ECO, 30 watt, T12 medium bi-pin based, fluorescent lamp	\$ _____	_____
068	General Electric	80084	each	F30T12/CW/RS, 30 watt, T12 medium based, bi-pin, fluorescent lamp	\$ _____	_____
069	General Electric	27618	each	F32T8/XL/SP41/ECO, 32 watt, T8, medium based, bi-pin, fluorescent lamp	\$ _____	_____
070	General Electric	13252	each	LU150/MED, 150 watt, medium based, high pressure sodium HID lamp	\$ _____	_____

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071	General Electric	12652	each	MVR100/U/MED, 100 watt, medium based, high pressure sodium HID lamp	\$ _____	_____
072	General Electric	12860	each	F18DBXT4/SPX27, 18 watt, T4 double tube, 2-pin based, fluorescent lamp	\$ _____	_____
073	General Electric		each	MVR400/U/ED28, 400 watt, mogul metal halide HID lamp	\$ _____	_____
074	General Electric	47760	each	MVR175/U, 175 watt, mogul based, metal halide HID lamp	\$ _____	_____
075	General Electric	13257	each	40A/W, 40 watt, medium based, incandescent bulb	\$ _____	_____
076	General Electric	15831	each	FLE15HT3/2/827, 15 watt, medium based, compact fluorescent bulb	\$ _____	_____
077	General Electric	39379	each	F32TBX/835/A/4, 32 watt, T4 triple tube, 4-pin, compact fluorescent bulb	\$ _____	_____
078	General Electric	20531-3	each	F13DBX23T4/SPX41, 13 watt, T4, twin tube, 2-pin, compact fluorescent bulb	\$ _____	_____
079	General Electric	56166	each	60PAR/HIR/S/FL30, 60 watt, medium skirt brass based, PAR38 shape, halogen flood lamp	\$ _____	_____
080	General Electric	40791	each	90PAR/HIR/FL40/XL, 90 watt, medium skirt based, PAR38 shape, halogen flood lamp	\$ _____	_____
081	General Electric	97608	each	F26DBX/835/ECO, 26 watt, twin tube, 2-pin, compact fluorescent bulb	\$ _____	_____
082	General Electric	34393	each	F26TBX/827/A/4P/EOL, 26 watt, triple tube, 4-pin, compact fluorescent bulb	\$ _____	_____
083	General Electric	34406	each	F26TBX/835/A/4P/EOL, 26 watt, triple tube, 4-pin, compact fluorescent bulb	\$ _____	_____

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084	General Electric	34381	each	F26TBX/840/A/4P/EOL, 26 watt, triple tube, 4-pin, compact fluorescent bulb	\$ _____	_____
085	General Electric	15834	each	FLE20HT3/2/827, 20 watt, medium based, single tube, compact fluorescent bulb	\$ _____	_____
086	General Electric	10361	each	MXR50/U/MED, 50 watt, medium based, metal halide HID lamp	\$ _____	_____
087	General Electric	13252	each	LU150/MED, 150 watt, medium based, metal halide HID lamp	\$ _____	_____
088	General Electric	10357	each	F30T12/CW/RS, 30 watt, T12, bi-pin, fluorescent lamp	\$ _____	_____
089	General Electric	6S6	each	6S6, 6 watt, candelabra based, incandescent lamp	\$ _____	_____
090	General Electric	12598	each	MVR150/U/MED, 150 watt, metal halide HID lamp	\$ _____	_____
091	General Electric	F32T8	each	32 watt starcoat, 2-pin, fluorescent lamp	\$ _____	_____
092	General Electric	20833	each	50 watt, quartz lamp	\$ _____	_____
093	Osram	44890/20W/12V/FS	each	20 wall halogen lamp	\$ _____	_____

BALLASTS

094	Sylvania	47739-4	each	M400/MULTI-KIT, 400 watt, multi-tap magnetic ballast kit	\$ _____	_____
095	Sylvania	47229	each	M150/MULTI-KIT, 150 watt, multi-tap magnetic ballast kit	\$ _____	_____
096	Philips Advance	RL-25P20-TP	each	Fluorescent electromagnetic ballast	\$ _____	_____

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097	Philips Advance	71A6041-001D	each	HID ballast kit	\$ _____	_____
098	Philips Advance	ICF-2526-H1-LDK	each	Compact fluorescent, electronic ballast	\$ _____	_____
099	Philips Advance	71A5390-001D	each	HID ballast kit	\$ _____	_____
100	Philips Advance	ICF-2542-M2-LDK	each	Compact fluorescent, electronic ballast	\$ _____	_____
101	Philips Advance	71A5181-500D	each	Metal halide ballast kit	\$ _____	_____
102	Philips Advance	71A5492-500D	each	Metal halide ballast kit	\$ _____	_____
103	Philips Advance	VEL 4P32-SC	each	Fluorescent electronic ballast	\$ _____	_____
104	Philips Advance	IIC2S32SC	each	Fluorescent electronic ballast	\$ _____	_____
105	Philips Advance	10P4P32SC	each	Fluorescent electronic ballast	\$ _____	_____
106	Philips Advance	IIC3S32SC	each	Fluorescent electronic ballast	\$ _____	_____
107	Philips Advance	REL-2P59-S-RH-TP	each	Fluorescent electronic ballast	\$ _____	_____
108	Universal	M400MLT AI4X0001	each	Metal halide ballast	\$ _____	_____
109	Universal	806SLHTCP 000C	each	Magnetic fluorescent ballast	\$ _____	_____
110	Triad Electronic	B2321UNV HP-B	each	Fluorescent ballast	\$ _____	_____

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111	Triad Electronic	C242UNVS E001C	each	Compact fluorescent electronic ballast	\$ _____	_____
112	Magnetek	12310-95-500K	each	High pressure sodium ballast	\$ _____	_____
113	Magnetek	12310-153-500K	each	High pressure sodium ballast	\$ _____	_____
114	Robertson	SP68	each	Magnetic compact fluorescent ballast	\$ _____	_____

MOTORS

115	Dayton	3M083	each	½ HP motor	\$ _____	_____
116	Dayton	5K921BA	each	1 HP motor, capacitor start, dripproof	\$ _____	_____
117	Dayton	5K921BB	each	1 HP motor, capacitor start, dripproof	\$ _____	_____
118	Dayton	4M222	each	1/11 HP, 4.4 inch diameter HVAC motor	\$ _____	_____
119	Dayton	3M505	each	1/2 HP direct drive blower motor	\$ _____	_____
120	General Electric	5KH35JN3 132T	each	1/3 HP motor	\$ _____	_____

MISCELLANEOUS ITEMS

121	Arlington	373	each	One hole strap	\$ _____	_____
122	Arlington	40AST	each	3/8 inch diecast connector	\$ _____	_____
123	Cooper Bussman	FRS-R-110	each	110 amp, time delay, class: RK5 fuse	\$ _____	_____
124	Cooper Bussman	FRS-R-30	each	30 amp, time delay, class: RK5 fuse	\$ _____	_____

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125	Cooper Bussman	LPJ-2SP	each	2 amp, time delay, class: J, fuse	\$ _____	_____
126	Cooper Bussman	LPN-RK-20SP	each	20 amp, time delay, class: RK1, fuse	\$ _____	_____
127	Cooper Bussman	LPN-RK-15SP	each	15 amp, time delay, class: RK1, fuse	\$ _____	_____
128	Cooper Bussman	T-10	each	10 amp, time delay, class: plug, fuse	\$ _____	_____
129	Cooper Bussman	T-15	each	15 amp, time delay, class: plug, fuse	\$ _____	_____
130	Cooper Bussman	SC-15	each	15 amp, time delay, class: G, fuse	\$ _____	_____
131	Cooper Bussman	FNM-5	each	5 amp, time delay, fuse	\$ _____	_____
132	Cooper Bussman	FNM-10	each	10 amp, time delay, fuse	\$ _____	_____
133	Cooper Bussman	ABC-20	each	20 amp, fast acting, ceramic tube fuse	\$ _____	_____
134	Cooper Wiring-Eagle	2129V	each	Single gang, blank wall plate	\$ _____	_____
135	Cooper Wiring-Eagle	2137V	each	Two gang, blank wall plate, color: ivory	\$ _____	_____
136	Cooper Wiring-Eagle	2150V	each	Two gang, duplex receptacle	\$ _____	_____
137	Crouse-Hinds	TP472	each	Full blank, 4 inch square box	\$ _____	_____
138	Cutler-Hammer	DG223NGB	each	Safety switch	\$ _____	_____
139	Dayton	2C526	each	Galvanized exhaust wall shutter	\$ _____	_____

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ITEM	MANUF.	MANUF. NUMBER	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE	SHIP AMOUNT
140	Dayton	3NXE5	each	1,100 watt hand dryer	\$ _____	_____
141	Dayton	2V067A	each	100 watt weatherproof incandescent fixture	\$ _____	_____
142	Dottie	TBC363	each	3/16 x 3 inch toggle bolts	\$ _____	_____
143	Dottie	K14C	each	#13 anchor kit Phillips/slotted	\$ _____	_____
144	Federal Signal	FSF109	each	Smoke detector	\$ _____	_____
145	Ferraz-Shawmut	1622	each	Fuse reducer	\$ _____	_____
146	Ferraz-Shawmut	132	each	Fuse reducer	\$ _____	_____
147	Frigidaire	5303015716	each	Oven surface element	\$ _____	_____
148	Frigidaire	5303015715	each	Oven surface element	\$ _____	_____
149	Gould-Shawmut	GT15	each	Time delay fuse	\$ _____	_____
150	Halo	L-652P	each	Power track	\$ _____	_____
151	Halo	L-908P	each	Mini joiner connector	\$ _____	_____
152	Hubbell	665	each	Utility box extension	\$ _____	_____
153	Hubbell	2603	each	3/4 inch connector set screw type	\$ _____	_____
154	Hubbell	SS8	each	One gang wall plate	\$ _____	_____
155	Hubbell-Bell	5322-0	each	Weatherproof one gang box	\$ _____	_____
156	Hubbell-Killark	LB-27	each	Conduit body, LB body style	\$ _____	_____
157	Hubbell-Killark	OL-10	each	Cover, hub size 1/2 in.	\$ _____	_____

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158	Hubbell-Killark	LL-27	each	Conduit body	\$ _____	_____
159	Hubbell-Killark	OL-20	each	Cover, hub size 3/4 in.	\$ _____	_____
160	Hubbell-Killark	LR-27	each	Conduit body	\$ _____	_____
161	Hubbell-Killark	LR-17	each	Conduit body, hub size 1/2 in.	\$ _____	_____
162	Hubbell-Killark	OT-1	each	Conduit body, "T" style	\$ _____	_____
163	Hubbell-Killark	OLB-4	each	Conduit body, hub size 1/4 in.	\$ _____	_____
164	Hubbell-Killark	OL-45-RG	each	Gasket, hub size 1 1/4 to 1 1/2 in.	\$ _____	_____
165	Hubbell-Killark	LB17	each	Conduit body	\$ _____	_____
166	Hubbell-RACO	IG2610	each	Isolated ground twist lock receptacle	\$ _____	_____
167	Hubbell-RACO	201	each	Square box extension ring	\$ _____	_____
168	Hubbell-RACO	906C	each	Square box cover duplex and toggle switch	\$ _____	_____
169	Hubbell-RACO	660	each	Handy box	\$ _____	_____
170	Hubbell-RACO	972	each	One receptacle duplex box cover	\$ _____	_____
171	Hubbell-RACO	870RAC	each	One toggle switch box cover	\$ _____	_____

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ITEM	MANUF.	MANUF. NUMBER	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE	SHIP AMOUNT
172	Hubbell-RACO	650	each	Handy box	\$ _____	_____
173	Hubbell-RACO	832	each	Flat blank cover box	\$ _____	_____
174	Hubbell-RACO	907C	each	Square box cover	\$ _____	_____
175	Hubbell-RACO	724	each	Flat blank octagon box cover	\$ _____	_____
176	Hubbell-RACO	2634	each	½" connector set screw type	\$ _____	_____
177	Hubbell-RACO	S1	each	One gang toggle switch plate	\$ _____	_____
178	Hubbell-RACO	2864	each	Cable/cord connector, knockout size 1"	\$ _____	_____
179	Hubbell-RACO	130	each	4 inch electrical box	\$ _____	_____
180	Hubbell-RACO	2122	each	1/2 inch EMT steel set screw connector	\$ _____	_____
181	IDEAL	30-07UJ	each	Yellow wire connector, minimum wire size: 18 gauge, maximum wire size: 14 gauge	\$ _____	_____
182	IDEAL	30-24IJ	each	Wire connector, minimum wire size: 22 gauge, maximum wire size: 10 gauge	\$ _____	_____
183	IDEAL	30-076J	each	Red wire connector, minimum wire size: 14 gauge, maximum wire size: 10 gauge	\$ _____	_____
184	IDEAL	30-454	each	Wire connector, minimum wire size: 12 gauge, maximum wire size: 6 gauge	\$ _____	_____

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185	IDEAL	30-341	each	Wire connector	\$ _____	_____
186	IDEAL	30-161	each	Blue/orange wire connector, minimum wire size: 20 gauge, maximum wire size: 14 gauge	\$ _____	_____
187	IDEAL	30-074	each	Yellow wire connector, minimum wire size: 18 gauge, maximum wire size: 14 gauge	\$ _____	_____
188	IDEAL		each	Yellow wire connector, minimum wire size: 18 gauge, maximum wire size: 12 gauge	\$ _____	_____
189	IDEAL	30-092	each	Grounding connector	\$ _____	_____
190	Intermatic	K4141C	each	Photo control-type, photocell stem	\$ _____	_____
191	ITW Red Head	PS-0608SKG	each	#8 screw, plug anchor for dry wall, hollow brick and concrete plaster	\$ _____	_____
192	ITW Red Head	PS-1012SKG	each	#12 screw, plug anchor for dry wall, hollow brick and concrete plaster	\$ _____	_____
193	Kichler	K-6955	each	Wall washers wall sconces	\$ _____	_____
194	Leviton	5266-C	each	Straight blade plug	\$ _____	_____
195	Leviton	521221-21	each	Single pole locking, 20 amp	\$ _____	_____
196	Leviton	157	each	Incandescent lamp holder	\$ _____	_____
197	Leviton	29816-C	each	Porcelain pull chain lamp holder	\$ _____	_____
198	Leviton	10097-8	each	Pull chain switch	\$ _____	_____
199	Leviton	5207	each	Flush mount receptacle	\$ _____	_____
200	Leviton	2621	each	Black nylon octagon box cover	\$ _____	_____
201	Leviton	2620	each	2-pole, 3-wire, locking receptacle	\$ _____	_____

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ITEM	MANUF.	MANUF. NUMBER	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE	SHIP AMOUNT
202	Leviton	86014	each	Blank wall plate, one gang, color: ivory	\$ _____	_____
203	Leviton	86025	each	Blank wall plate, two gang, color: ivory	\$ _____	_____
204	Leviton	80707-T	each	Wall plate, decora/toggle	\$ _____	_____
205	Leviton	86009	each	Toggle switch plate, 2-toggle	\$ _____	_____
206	Leviton	86011	each	Wall plate, three gang,	\$ _____	_____
207	Leviton	84001-LOK	each	Wall plate, one gang, color: satin	\$ _____	_____
208	Leviton	80701-1	each	Toggle wall plate with captive screws	\$ _____	_____
209	Leviton	86011	each	Blank wall plate, 3-gang	\$ _____	_____
210	Leviton	80703-1	each	Outlet wall plate with captive screws	\$ _____	_____
211	Leviton	86016	each	Duplex receptacle plate, 2-gang	\$ _____	_____
212	Leviton	5320-ICP	each	15 amp wall receptacle	\$ _____	_____
213	Leviton	1451-21	each	Single pole toggle switch	\$ _____	_____
214	Leviton	86001	each	One gang toggle switch plate	\$ _____	_____
215	Liquatite	LA-11	100'	Liquidtite conduit, ½ inch x 100 feet	\$ _____	_____
216	Lithonia	TWH-250S-TB-LPI	each	Wall pack with lamp	\$ _____	_____
217	Lithonia	LB-4-32-MVOLT-1/4-GEB-10IS	each	Wrap around fixture	\$ _____	_____
218	Lithonia	ELB-06042	each	6 volt replacement battery	\$ _____	_____
219	Lithonia	LHQM-S-W-3-G	each	Combination emergency light and exit fixture	\$ _____	_____

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ITEM	MANUF.	MANUF. NUMBER	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE	SHIP AMOUNT
220	Lithonia	LHQM-S-W-3-R-ELN	each	LED emergency exit light	\$ _____	_____
221	Lithonia	ELM2	each	Emergency light	\$ _____	_____
222	Lithonia	TWS-26/42-TRT-MVOLT-L/LP	each	Wall pack fixture	\$ _____	_____
223	Lithonia	DLB24	each	Replacement diffuser	\$ _____	_____
224	Lithonia	LB-2-20-120	each	Low profile wrap around fluorescent fixture	\$ _____	_____
225	Lithonia	LB-4-20-120	each	Low profile wrap around fluorescent fixture	\$ _____	_____
226	Lithonia	SB-217-120-ADDE	each	Low profile wrap around fluorescent fixture	\$ _____	_____
227	Littelfuse	FLNR15	each	Cartridge fuse	\$ _____	_____
228	National	1102	each	DCI liquid tight connector	\$ _____	_____
229	Arlington	1104	each	DCI liquid tight connector	\$ _____	_____
230	NEER	TC-611	each	1/2 inch compression connector	\$ _____	_____
231	NEER	AC-95	each	1/2 inch angle connector	\$ _____	_____
232	NEER	AC-96	each	3/4 inch angle connector	\$ _____	_____
233	NEER	AC-90	each	90 degree angle connector	\$ _____	_____
234	NEER	1904	each	1 1/4 inch one hole EMT strap	\$ _____	_____
235	NEER	SC-75	each	3/4 inch cast squeeze type connector	\$ _____	_____
236	NEER	SC-50	each	1/2 inch angle connector	\$ _____	_____
237	NEER	TCI-603	each	1 inch EMT connector compression type	\$ _____	_____

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238	NEER	TCI-602	each	3/4 inch EMT connector compression type	\$ _____	_____
239	NEER	TCI-503	each	1 inch EMT connector set screw type	\$ _____	_____
240	NEER	TC-604	each	EMT compression type concrete tight	\$ _____	_____
241	Nutone	9297T	each	Surface-mounted radiant heater	\$ _____	_____
242	Pass & Seymour	CS20AC1-1	each	Single pole switch	\$ _____	_____
243	Power-Sonic	PS-640F1	each	6 volt, lead acid battery	\$ _____	_____
244	Regal	612	each	EMT coupling, suppression type	\$ _____	_____
245	Regal	613	each	1 inch EMT coupling, compression type	\$ _____	_____
246	Regal	614	each	1 1/4 inch EMT coupling, suppression type	\$ _____	_____
247	Regal	8542	each	Liquid tight 90 degree connector	\$ _____	_____
248	Regal	644	each	1/2 inch flex connector	\$ _____	_____
249	Regal	8303	each	One hole 1 inch EMT strap	\$ _____	_____
250	Regal	8501	each	1/2 inch liquid tight connector	\$ _____	_____
251	Regal	703	each	1 inch EMT connector set screw type	\$ _____	_____
252	Regal	713	each	1 inch EMT connector set screw type	\$ _____	_____
253	Regal	711	each	1/2 inch EMT connector, set screw type	\$ _____	_____
254	Regal	8502	each	3/4 inch liquid tight connector	\$ _____	_____
255	Red Dot	L-80	each	Lampholder	\$ _____	_____
256	Scotch	SUPER33T	each	Black plastic electric tape	\$ _____	_____

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257	T & B	5231	each	3/8 inch liquid tight flex connector	\$ _____	_____
258	Thomas & Betts	NC501SC	each	Cable connector, knockout size 1/2 inch	\$ _____	_____
259	Thomas & Betts	QCB30	each	Two pole, 30 amp breaker	\$ _____	_____
260	Thomas & Betts	QB20	each	One pole, 20 amp breaker	\$ _____	_____
261	Thomas & Betts-Steel City	RS-8	each	4 inch square cover	\$ _____	_____
262	Thomas & Betts-Steel City	52-C-36	each	Single gang box plaster ring	\$ _____	_____
263	Thomas & Betts-Steel City	52-C-1	each	4 inch square cover	\$ _____	_____
264	Thomas & Betts-Steel City	52-C-13	each	4 inch square cover	\$ _____	_____
265	Thomas & Betts-Steel City	58-C-7	each	Utility outlet box cover	\$ _____	_____
266	Thomas & Betts-Steel City	58-C-1	each	Utility outlet box cover	\$ _____	_____
267	Thomas & Betts-Steel City	58-C-6	each	Utility outlet box cover	\$ _____	_____
268	Thomas & Betts-Steel City	58-C-30	each	One toggle switch outlet box cover	\$ _____	_____
269	Thomas & Betts-Steel City	TS102	each	One hole strap, conduit size: 3/4 inch	\$ _____	_____
270	Thomas & Betts-Steel City	HS100SC	each	Conduit strap, size: 3/8 inch	\$ _____	_____

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ITEM	MANUF.	MANUF. NUMBER	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE	SHIP AMOUNT
271	Thomas & Betts-Steel City	RS9	each	4 inch one toggle switch	\$ _____	_____
272	Universal	M175ML-5AC3M	each	Metal halide ballast	\$ _____	_____
273	White-Rodgers	F29-0192	each	Thermostat guard	\$ _____	_____
274	White-Rodgers	1A65-641	each	Electric heat thermostat	\$ _____	_____
275	Wiremold/Legrand	V517	each	Raceway elbow	\$ _____	_____
276	Wiremold/Legrand	V500	each	Metal raceway	\$ _____	_____
277	Wiremold/Legrand	V5703	each	Surface raceway supporting clip	\$ _____	_____
278	Wiremold/Legrand	V5751	each	Flush type extension adapter	\$ _____	_____
279	Wiremold/Legrand	V5748	each	Switch and receptacle box	\$ _____	_____
280	Wiremold/Legrand	V511	each	Raceway 90 degree elbow, color: ivory	\$ _____	_____
281	Wiremold/Legrand	V504	each	Raceway strap, color: ivory	\$ _____	_____
282	Wiremold/Legrand	V517	each	Internal elbow, color: ivory	\$ _____	_____
283	Wiremold/Legrand	V5781	each	1/2 inch male connector	\$ _____	_____
284	Wiremold/Legrand	V5711LHA	each	Internal 90 degree twisted elbow	\$ _____	_____

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ITEM	MANUF.	MANUF. NUMBER	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE	SHIP AMOUNT
285	Wiremold/ Legrand	V5748	each	Switch and receptacle box	\$ _____	_____
286	Wiremold/ Legrand	V5711RHA	each	Internal elbow fitting	\$ _____	_____
287	Wiremold/ Legrand	V5747	each	Shallow raceway box	\$ _____	_____

SECTION II.
QUOTATION INSTRUCTIONS.

1. **NO BID:** If you are unable to furnish a bid, please so indicate on the request form and return it.
2. **RESPONSE FORM:** Fill in line items and total prices on the form provided. Return this response form with your quotation.
3. **GOVERNMENT PRICING CONTRACTS:** Provide a copy of any applicable GSA or State Purchasing Discount (SPD) contracts for the required items.
4. **PRODUCT LITERATURE:** Provide a copy of the manufacturer catalog cuts, brochures, etc. for the items that you quote.
5. **ACKNOWLEDGMENT OF ADDENDA:** Bidder shall acknowledge receipt of any addendum to this Invitation for Bid by identifying the addenda number and date in the space provided on the response form.
6. **CANCELLATION:** The University reserves the right to cancel without penalty, this Invitation, the resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds or any other reason which is in the best interest of the University.
7. **CASH DISCOUNTS:** New Mexico Highlands University is a non-profit, state supported educational institution and available discounts should be noted in your response.
8. **CLARIFICATIONS:** Any clarification of instructions, terms and conditions, insurance, bonds, or quote preparation shall be made only by the Buyer shown on the cover sheet of this Invitation. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in writing as an addenda and are to be considered as part of this Invitation.
9. **LATE SUBMISSIONS:** Late submissions of quotes will not be considered unless it is determined by the University that the late receipt was due solely to mishandling by the University after receipt by the University or the quote is the only quote received. All other late submissions will be returned unopened.
10. **MODIFICATIONS:** Only modifications to quotations received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening. A late modification of a successful quote that makes its terms more favorable to the University will be considered at any time it is received.
11. **NUMBER FOR QUOTE CLARIFICATION:** The Bidder should include a local or toll-free number for quote clarifications. Failure to do so may result in the quote being classified as non-responsive.

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12. **PAYMENT DISCOUNTS:** The University will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the lowest responsible bidder.
13. **PERIOD FOR QUOTE ACCEPTANCE:** The Bidder agrees, if his quote is accepted within sixty (60) calendar days of the closing date, to furnish any and all items(s) and/or services at the prices set forth in his quote, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in removal from the University bid list.
14. **PUBLIC INFORMATION:** All information, except that classified as confidential, will become public information at the time that the Bid is opened. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.
15. **REJECTION OF QUOTES:** The University reserves the right to award bids based on price and any other evaluation criteria contained herein, to reject any and all quotes or any part thereof, and to accept the quote that is in the best interest of the University.
16. **RESIDENTIAL/MANUFACTURERS PREFERENCE:** In evaluating quotes using State funds, residential and/or manufacturers preference of 5% will be used in compliance with Section 13-1-21 and Section 13-1-22 of the New Mexico Statutes 1978 Annotated, Chapter 13. Federal law prohibits the use of residential preference when the expenditure involves Federal funds.
17. **SUBMISSION OF DRAWINGS/LITERATURE:** The submission of samples, drawings and literature to be used in the evaluation of the quote, must be made by the closing date and time to be considered. All submissions shall be made at no expense to the University. Returns shall only be made at the Bidders request and expense.
18. **TAXES:** The University is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on materials, except construction materials used by a contractor. Services are not exempt. Taxes on services should be included as a separate line item and not included in your base price quote. Applicable taxes are excluded from the bid evaluation. A non-taxable transaction certificate will be provided upon request.
19. **TELEFAXED AND EMAILED QUOTES:** Telefaxed and emailed quotes will not be considered unless specifically authorized by the Buyer listed on the cover sheet. However, quotes may be modified by telefaxed and/or email notice, provided that the notice is received by the time and date specified for the closing.
20. **TWO COPIES OF QUOTE:** Please submit two (2) copies of your quote and all supporting documents. Failure to submit two copies may result in your quote being considered non-responsive.
21. **WITHDRAWAL OF QUOTES:** Quotes may be withdrawn by written notice, telegram or in person by a bidder or an authorized representative any time prior to the award. Bids requiring

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bid security will result in forfeiture of the security if the quote is withdrawn following the opening.

22. **SEALED BIDS:** All bids must be submitted in a SEALED envelope. Please write on the sealed envelope containing your bid the following:

"SEALED BID #881 TO BE OPENED ON OCTOBER 28, 2009 AT 2:00 PM"

23. **OPENING OF BIDS:** Bids will be opened at the NMHU Purchasing Department. Bids will be opened and read publicly.
24. **NOTE:** Contractor is required to supply with bid all technical literature, brochures, catalog cut sheets, etc. to verify that items quoted meet the specifications. NMHU reserves the right to inspect the items specified prior to contract award. Upon NMHU's request, the contractor is required to deliver within five (5) calendar days at no cost to NMHU, samples of one, any or all items quoted.

**SECTION III.
GENERAL TERMS AND CONDITIONS**

SUBSECTION I. NMHU GENERAL TERMS AND CONDITIONS

1. **INSPECTION:** The University may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of the Purchase Order. Final inspection will be made at the destination. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Any testing or inspection procedures required by the specification add to the University's rights under this paragraph.
2. **WARRANTIES:** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.
3. **ACCEPTANCE AND REJECTION:** If prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, or, if University is entitled to revoke acceptance of them, University 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 University's option, Seller shall reimburse University 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 the right to claim damages for breach.
4. **ASSIGNMENT:** This order is assignable by the University. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of the University.
5. **CHANGES:** University 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 the University. Any claim of seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless University waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
6. **TERMINATION AND DELAYS:** The University may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The University 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, not otherwise recoverable from other sources by Seller, as approved by the University, with respect to the undelivered or unaccepted portion of this order, provided 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.

The University may by written notice terminate this order in whole or in part for Seller's default if

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seller refuses or fails to comply with the provision of this order, or so fails to make progress as to endanger performance and does not cure such failures within a reasonable period of time. In such event, University may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the University thereby, including incidental and consequential damages.

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

The rights and remedies of the University 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 Article, the word "Seller" includes Seller and his subsuppliers at any tier.

7. **AFFIRMATIVE ACTION:** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; communicate this policy in both English and Spanish to all persons concerned within his company, with outside recruitment services and the minority community at large; to provide the University on request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with the University his policies and practices relating to his affirmative action program.
8. **INDEMNIFICATION AND INSURANCE:** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of University. Seller shall indemnify and hold harmless University, 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 alleges personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action.

Seller agrees that it and its subcontractors will maintain public liability and property insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of University.

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 University harmless from any cost, expense, damage, or loss resulting therefrom.

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10. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Any discount time will not begin until the materials, supplies or services have been received and accepted and correct invoice received by the University'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 University at the F.O.B. point specified subject to the right of University to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from University's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.
13. 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.

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of Subsection II and any other provisions of this order, the terms and conditions of Subsection II shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference.

SUBSECTION II. GOVERNMENT SUBCONTRACT PROVISIONS

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

* Anti-kickback Procedures	52.203-7
Buy American Act and Balance of Payments Program	52.225-7001
* Contract Work Hours and Safety Standards Act-Overtime Comp.	52.222-4
* Equal Employment Opportunity	52.222-26
Integrity of Unit Prices	52.215-26(a)(b)
Notice to the Government of Labor Disputes	52.222-1
Preference for U.S. Flag Air Carriers (for international 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)

- B. The following provision of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$2,500:

Affirmative Action of Handicapped Workers	52.222-36
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C. The following provisions of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$10,000:

Affirmative Action for Special Disabled and Vietnam Era Veterans	52.222-35
Audit- Negotiations	52.215-2
Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	52.222-37
* Examination of Records by Comptroller General Utilization of Small Business Concerns	52.219-8
Walsh Healey Public Contracts Act	52.222-20

D. The following provisions of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$25,000:

Authorization and Consent	52.227-1
Notice and Assistance re: Patent and Copyright Infringement	52.227.2
Preference for Privately Owned U.S. Flag Commercial Vessels	52.247-64
Utilization of Labor Surplus Area Concerns	52.220-3
Utilization of Women-Owned Small Businesses	52.219-13

E. The following provisions of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$100,000:

Clean Air & Water	52.223-12
Price Reduction of Detective Cost or Pricing Data	
- Subcontractor Cost or Pricing Data	52.215-24 or
- Subcontractor Cost or Pricing Data	52.215-25

Note 52.215-24 applies if cost or pricing data is initially required if not 52.215-25 applies to transactions over \$100,000.

F. The following provisions of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$500,000:

Labor Surplus Area Subcontractors Program	52.220-4
Small Business and Small Disadvantaged Business Subcontracting Plan	52.219-9

G. The following provisions of the Federal Acquisition Regulations (FAR) apply when noted:

Filing of Patent Applications\ Classified Subject Matter	When Subcontract involves Classified Matters	52.227-10
Hazardous Materials identification And Material Safety Date	When Subcontract involves hazardous material	52.223-3
Overseas Distribution of Subcontract	When subcontract amount exceeds \$100,000 (DOD only)	52.204-7005
Patent Rights Clauses	When the subcontract or purchase order involves	52.227-11.12

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	experimental research and development work 52.227-11 applies to small business and non-profit organizations. 52.227-12 applies to others.
Rights in Technical Data and Computer Software	When subcontract includes technical data or software acquisition requirements (DOD only) 52.227-7013
Required Sources for Jewel Bearings	When subcontract or purchase order requires use of jewel bearings 52.208-1
Restrictive Markings on Technical Data	When subcontract includes technical data or software acquisition (DOD only) 52.227-7018
Security Requirements	When subcontract involves access to classified information 52.204-2
Special Prohibition on Employment	If the subcontract amount exceeds \$25,000 (DOD only) 52.203-7001
Validation of Restrictive Markings on Technical Data	When subcontract includes technical data or software acquisition (DOD only) 52.227-7037

The University reserves all administrative, contractual, and legal remedies against the contractor or vendor who breaches any of the contract terms.

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

SECTION IV.
SUPPLEMENTAL TERMS AND CONDITIONS

1. **ADDRESSES FOR NOTICES:** Any notice required to be given or which may be given under this Invitation or the resultant contract shall be in writing and delivered in person or via first class mail to the following address:

New Mexico Highlands University
Purchasing Department
903 University Street
Las Vegas, New Mexico 87701
2. **AWARD - MULTIPLE:** The University reserves the right to make multiple awards of the items, projects and/or sections of this Invitation.
3. **BID NEGOTIATION:** Bidders submitting quotes will not be afforded an opportunity for discussion and revision of quotes.
4. **BRAND NAME:** The brand name(s), part and/or catalog number(s) are used to establish a standard of quality, performance and characteristics desired and it is not intended to limit competition. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and/or technical specifications. Failure to do so may cause offer to be declared non-responsive.
5. **CANCELLATION:** The University reserves the right to cancel, without penalty, this Invitation, the resultant contract or any portion thereof for unsatisfactory performance, cancellation of the project or unavailability of funds or any other reason which is in the best interest of the University.
6. **CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after the award can only be made if agreed to in writing by the University.
7. **CONFLICT OF INTEREST:** Contractor warrants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of services required under this Invitation. Contractor shall comply with the provisions of Section 10-16-12, NMSA, 1978 in disclosing such interests.
8. **DELIVERY DATE:** Delivery is an important consideration and is a factor in determining the award. If you cannot meet the delivery date stated in **Section I. Article 3**, please state your earliest delivery date in your offer.
9. **GOVERNING LAW:** This Invitation and the resultant contract and/or purchase order will be interpreted and governed by the Laws of the State of New Mexico.
10. **INVITATION TERMS PART OF CONTRACT:** This Invitation along with its attachments will be part of the resultant contract and/or purchase order and is to be incorporated by reference.

11. **NEW MATERIALS REQUIRED:** All materials and equipment delivered and/or installed under this Invitation shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to the University's authorized representative.
12. **OPTION TO RENEW:** The University reserves the option to renew the resultant contract for a period of up to two (2) additional years if such renewal is mutually agreed to and found to be in the best interests of the University. These renewal options will be exercised in increments as indicated in the bid specifications, or if not state, in one-year terms. Upon the University's request, the Contractor shall provide the University, at least ninety (90) days prior to the expiration of this contract, a price quote for the following one-year term along with supporting price justification for all items under this contract.
13. **PACKAGING:** Packaging of materials under this contract shall meet the minimum specifications indicated under Packaging Specifications. If there are no packaging specifications listed, the packaging shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the vendor's expense.
14. **POTENTIAL COSTS-UNSPECIFIED:** The vendor shall include in his bid all material and labor costs known to be required to complete the work under this Invitation including any materials, labor or other costs that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the price quote.
15. **REPLACEMENT PARTS:** The quality of all replacement parts shall be equal or greater than the quality of the original parts being replaced. All replacement parts shall be new unless otherwise agreed in writing.
16. **STATE AND LOCAL ORDINANCES:** The vendor shall perform work under this contract in strict accordance with the latest adopted 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.
17. **STANDARD TERMS AND CONDITIONS:** New Mexico Highlands University's Standard Terms and Conditions are an equal and integral part of this Invitation.
18. **USE OF CONTRACT:** All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law are authorized to purchase from this agreement, pursuant to section 13-1-129 (NMSA 1978).

SECTION VII.
SUPPLIER CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM

Conflict of Interest

No employee or Regent of New Mexico Highlands University has a direct or indirect interest in the Vendor or in the proposed transaction (unless vendor is a publicly traded company and the employee or Regent's interest is less than one percent of the vendor).

Vendor neither employs nor is negotiating to employ any NMHU employee or member of the NMHU Board of Regents.

Vendor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.

If the vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in vendor, please identify legislator: _____.

List below the name and social security number of any employee of the vendor or person assisting in the proposed transaction in any way who was a NMHU employee within the preceding 12-month period.

Debarment/Suspension Status

1. The vendor 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 or proposed debarment from any Agency.
2. The vendor agrees to provide immediate notice to New Mexico Highlands University Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

Certification

The undersigned hereby certifies that he/she has read the above Conflict of Interest and Debarment/Suspension Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named below.

Signature: _____ Title: _____

Name Typed: _____ Date: _____

Company: _____ City: _____

Address: _____ State: _____ Zip: _____