

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

**CONTRACTOR:**

This is a REQUEST FOR PROPOSAL (RFP) between New Mexico Highlands University (NMHU) and the Contractor noted above.

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

1. SECTION I. CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS FORM
2. SECTION II. ADVERTISEMENT
3. SECTION III. STATEMENT OF WORK
4. SECTION IV. HOURLY LABOR RATES PRICING SCHEDULE
5. SECTION V. QUOTATION INSTRUCTIONS
6. SECTION VI. GENERAL TERMS AND CONDITIONS
7. SECTION VII. SUPPLEMENTAL TERMS AND CONDITIONS
8. SECTION VIII. SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION FORM
9. SECTION IX. INSURANCE REQUIREMENTS
10. SECTION X. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

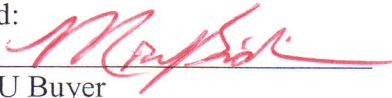
**PROPOSAL DUE DATE: TUESDAY, OCTOBER 13, 2009 at 3:00**  
**P.M. MOUNTAIN STANDARD TIME**

*Faxed and electronic submittals of proposals will be accepted. Due date and time for faxed and electronic proposals 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, or late proposals.*

New Mexico Highlands University invites you to submit a Proposal on the services in the attached Request for Proposal (RFP). Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, terms and conditions and specifications of this RFP may result in your offer being classified as unresponsive. Proposals 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 this Request for Proposal.**

Signed:



NMHU Buyer

Michael Saavedra

Phone: (505) 454-3053

Fax: (505) 454-3109

Email: mjsaavedra@nmhu.edu

Authorized Contractor Representative:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor Telephone Number

\_\_\_\_\_  
Contractor Fax Number

**Please complete, sign and return this page with your proposal.**

**SECTION I.  
 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.

<b>Telephone Number for Offer Clarification:</b>			
<b>Name:</b>		<b>Title:</b>	
<b>Telephone</b>		<b>Telefax No.</b>	

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:  
 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

AGREEMENT TO SUPPLY PERFORMANCE BOND: The undersigned agrees to furnish a Performance Bond if required by this RFP at no additional cost to the University.

*The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Proposal with its related documents, and being familiar with all of the conditions surrounding the described materials and/or services, including the availability of materials and labor, hereby offers to furnish all labor, materials and supplies 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:	
NEW MEXICO GROSS RECEIPTS NUMBER:			
FEDERAL EMPLOYER ID NUMBER (FEIN):			

**Please complete, sign and return this page with your proposal.**

**SECTION II.  
ADVERTISEMENT**

**NEW MEXICO HIGHLANDS UNIVERSITY  
REQUEST FOR PROPOSAL # 889**

New Mexico Highlands University (NMHU) will accept sealed proposals to establish ON-CALL CONTRACTS FOR ASPHALT, BITUMEN AND CONCRETE CONSTRUCTION, on or before Tuesday, October 13, 2009 at 3:00 P.M. local time. Proposals are to be received by the NMHU Purchasing Department. Proposals received after that time will not be accepted.

NMHU is planning to establish contracts with contractors holding "GA" classification licenses in accordance with Section 14-6-6 NMSA, 1978. NMHU may award to multiple proposers.

Proposers shall comply with the New Mexico Procurement Code and in accordance with Federal, State and local laws. Compliance with wage rates issued by the New Mexico State Labor and Industrial Commission will be required for projects exceeding \$60,000.

For a copy of the proposal documents contact Michael Saavedra at [mjsaavedra@nmhu.edu](mailto:mjsaavedra@nmhu.edu) or 505-454-3053 or Mary Alice Ortiz at [ortiz\\_m@nmhu.edu](mailto:ortiz_m@nmhu.edu) or 505-454-3195.

NMHU reserves the right to waive irregularities and/or reject any or all proposals and/or make an award(s) in its best interest.

SECTION III.  
STATEMENT OF WORK

ARTICLE 1 – PURPOSE AND SCOPE

**Purpose:** New Mexico Highlands University ("NMHU"), located in Las Vegas, New Mexico is interested in contracting with contractors ("contractor") offering services in one or more of the classifications listed in the document's scope. This request for proposal is seeking contractors to provide various construction services to the main campus in Las Vegas, NM. This RFP will establish hourly labor, materials, equipment, and overhead & profit rates for projects utilizing this contract. NMHU may award to multiple contractors in each of the classifications.

NMHU is a state institution of higher education which consists of approximately fifty (50) buildings and over one-million square feet of space on its main campus. This space serves the academic, support, and student housing functions.

**Scope:**

A. NMHU is seeking to set up on-call contracts for construction services offered by contractors licensed to perform the services allowed under the "GA" classifications as described in the State of New Mexico statute number 14-6-6-9 (B.) (1.) (a. through f.). They are listed below.

- (a.) GA-1. Streets, roads and highways, including tunnels, parking lots, alleys, seal coat and surfacing.
- (b.) GA-2. Maintenance and repair.
- (c.) GA-3. Curbs, gutters and culverts.
- (d.) GA-4. Striping.
- (e.) GA-5. Highway signs and guard rails
- (f.) GA-98. Asphalt, bitumen and concrete construction. Requires licensure in classifications GA-1 through GA-5.

B. Services to Be Performed by Contractors: Contractors will be expected to perform some or all services as allowed legally under their license(s). The types of services to be performed under this RFP will be in accordance with State of New Mexico statute number 14.6.6.9 (B.) (1.) (a. through f.). Proposer must have a current and valid license at the time of the opening of the proposals.

C. Place a checkmark next to the "GA" classification(s) you hold and will be submitting this proposal for.

_____ GA-1	_____ GA-3	_____ GA-5
_____ GA-2	_____ GA-4	_____ GA-98

ARTICLE 2 – LICENSES AND REGISTRATIONS

At the time of the proposal opening, proposer must have a valid State of New Mexico Contractor's License.

List your Contractor's License number(s): \_\_\_\_\_.

At the time of the proposal opening, in accordance with Section 13-4-13.1 NMSA, 1978, proposer must have an active Public Works Contractor Number from the New Mexico Department of Workforce Solutions, Labor Relations Division. List your Public Works Contractor Number:

\_\_\_\_\_.

### ARTICLE 3 – REQUIRED INFORMATION TO BE INCLUDED IN THE PROPOSAL

- A. List past projects your firm has completed that demonstrate relevant experience. Project locations, descriptions of projects, total contract cost including change orders, etc.
- B. List the qualifications of your staff which demonstrates their ability to complete work in their respective fields.
- C. State your firm's ability to respond to NMHU's projects under this RFP.

### ARTICLE 4 – PRICING (TO BE PLACED IN A SEPARATE SEALED ENVELOPE)

- A. Indicate the hourly rate to be charged to NMHU for labor, equipment and materials. Indicate your hourly rates for travel costs if different from labor costs. For work beyond the regular working hours of 8 am to 5 pm Monday to Friday and/or holiday hours indicate those rates if different from labor costs.

**If the following is not provided the proposal will be considered non-responsive.**

#### 1. HOURLY LABOR RATES (complete SECTION II.)

#### 2. EQUIPMENT HOURLY RATE CHARGES (the list below is an example, create a list with your equipment inventory)

- |                              |         |
|------------------------------|---------|
| a. <u>xx</u> Yard Dump Truck | \$xx.xx |
| b. Backhoe                   | \$xx.xx |
| c. Heavy Equipment           | \$xx.xx |
| d. Medium-sized Equipment    | \$xx.xx |

#### 3. MATERIALS

When Contractor is providing materials NMHU will pay Contractor for the cost of the materials plus a percentage markup of the total cost including New Mexico Gross Receipts Tax (NMGRT). Percentage markup will be one of the criterion for NMHU's decision to award this RFP.

Materials

<u>Per Project Materials Cost Only</u>	<u>Markup</u>
Up to \$20,000.	_____ %
From \$20,001. to \$50,000.	_____ %
From \$50,001. to \$100,000.	_____ %
From \$100,001. to \$150,000.	_____ %

**For all projects under this RFP, Contractor will be responsible for providing receipts for the actual materials supplied. If these receipts are not supplied NMHU will not pay out these portions of invoices until the receipts are provided to NMHU and reviewed & accepted by NMHU staff.**

**4. OVERHEAD AND PROFIT**

Contractor will be allowed to charge NMHU for overhead and/or profit at a percentage approved from this RFP. All overhead and profit will be lumped together as one line-item called "overhead and profit". The overhead and profit percentage markup will be one of the criterion for NMHU's decision to award this RFP.

<u>Per Project Overhead and Profit Only</u>	<u>Overhead and Profit Markup</u>
Up to \$20,000.	_____ %
From \$20,001. to \$50,000.	_____ %
From \$50,001. to \$100,000.	_____ %
From \$100,001. to \$150,000.	_____ %
From \$150,001. to \$200,000.	_____ %

**5. PERFORMANCE AND PAYMENT BONDS**

Contractor is to provide a performance and payment bond in the amount of 100% of the total cost for all projects exceeding \$25,000 (twenty-five thousand dollars). The performance and payment bonds are to be pursuant to section 13-4-18 through 13-4-20 (NMSA 1978).

Contractor may bill NMHU the total cost of the performance and payment bond, however may not add a markup to it.

**6. NEW MEXICO GROSS RECEIPTS TAX**

Contractor is to bill NMHU the current New Mexico gross receipts tax rate of Las Vegas, NM. NMHU is not exempt from paying gross receipts tax on services.

**7. TRAVEL RELATED EXPENSES**

NMHU will not accept charges for travel related expenses, housing of staff and/or storage/security. If any of these charges are expected it is suggested that these costs be incorporated within the "Overhead and Profit" markup. Again, the "Overhead and Profit" markup will be included in the criterion rating.

Point awards for price will be assigned by using a mathematical formula to compare the lowest responsive price proposal submittal against each responsive submittal. The formula uses the lowest responsive price amount as the numerator and each subsequent price proposal amount as the denominator. The resultant factor is then applied to the total possible point number. The resultant number becomes the point award.

For example:

Proposer A = \$22.00 per hour

Proposer B = \$24.10 per hour

Possible Point Award = 20 points

Point award for Proposer A:	STEP #1	$\$22.00/\$22.00 = 1$
	STEP #2	$1 \times 20 = 20$ points awarded

Point award for Proposer B:	STEP #1	$\$22.00/\$24.10 = .91$
	STEP #2	$.91 \times 20 = 18.26$ points awarded

For pricing subcategories (such as hourly labor rates, equipment hourly rates, materials markups and overhead and profit) with multiple criterion within to consider for pricing NMHU will use a formula that uses the lowest responsive price amount as the numerator and each subsequent price proposal amount as the denominator (STEP #1 from above). The resultant figure will be averaged with the remaining criterion of the category. The resultant figure will be multiplied with the total possible points for the pricing subcategory (STEP #2 from above).

#### ARTICLE 5 – CONTRACT VALUE

Procurement through this request for proposal is not to exceed a total value of \$200,000 (two hundred thousand dollars) per project. All materials, equipment rental, travel, labor and overhead & profit costs of a project will be included within the project limit.

#### ARTICLE 6 – STATE OF NEW MEXICO WAGE RATES

For projects with total costs exceeding \$60,000 (sixty thousand dollars) a wage rate determination will be requested and it will apply to the project, pursuant to section 13-4-10 through 13-4-17 (NMSA 1978). For projects exceeding \$60,000 (sixty thousand dollars) contractor may charge the higher of the labor rates of the wage determination and labor rates resulting from this RFP.

#### ARTICLE 7 – QUOTE DETAILS

For all projects under this RFP contractors must provide an itemized quote.

##### **Contractor must provide the following on all quotes:**

##### **Labor**

1. number of employees in each trade classification on the project
2. hourly rates including any fringe expenses
3. expected hours of each employee

##### **Materials**

1. expected materials costs-copies of actual receipts for materials are to be presented with the

invoices

**Equipment**

1. type of equipment to be used on the project
2. hourly rates for each piece of equipment
3. expected hours of use of each piece of equipment

**Overhead and profit**

1. included in one line item

If NMHU staff find the quote acceptable a purchase order will be generated. After the purchase order is generated work may begin.

**ARTICLE 8 – INVOICING AND PAYMENTS**

Invoices are to include charges for material and labor separated out. Hourly rates and actual hours for each skill group are to be listed. Copies of receipts for materials are to be attached. Invoices are due “net 30,” unless the invoice amount or a portion of the invoice amount is in question. The portion not in question will be paid out within thirty (30) days of receipt and the amount in question will be held until the issue(s) are resolved. All payments will be made pursuant to section 13-1-158 (NMSA 1978).

**ARTICLE 9 - PERIOD OF PERFORMANCE AND OPTION TO RENEW**

The contract term shall run for a period of twelve (12) months from the effective date of this Contract. NMHU reserves the option to renew the resultant contract for a period of up to three (3) 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 one (1) year terms. Upon NMHU’s request, the Contractor shall provide the University, at least thirty (30) days prior to the expiration of the contract, a price quote for the following one (1) year term along with supporting price justification for any price increases.

**ARTICLE 10 – BONDING REQUIREMENTS**

Contractor is to provide a performance and payment bond in the amount of one-hundred percent (100%) of the total cost for all projects exceeding twenty-five thousand dollars (\$25,000). The performance and payment bonds are to be issued pursuant to section 13-4-18 through 13-4-20 (NMSA 1978).

From the date of award, date of issuance of a purchase order, Contractor is to submit to NMHU the required performance and payment bonds within fourteen (14) calendar days. If acceptable performance and payment bonds are not received within this time the project may be stopped immediate. Any additional expenses resulting from such delay will not be the responsibility of NMHU, but instead the responsibility of the Contractor.

## ARTICLE 11 – LICENSES & CERTIFICATIONS

Contractors are to provide to NMHU a copy of or the number(s) to their license(s) and/or certification(s).

## ARTICLE 12 – PROPOSAL DUE DATE

All proposals must be submitted in a SEALED envelope. **Place your pricing schedules in a separate sealed inner envelope.** Please write on the outer sealed envelope the following:

**"SEALED PROPOSAL #889 TO BE OPENED ON OCTOBER 13, 2009 AT 3:00 PM"**

*Failure to mark the sealed envelope may result in the proposal being opened early or the proposal may be declared non-responsive*

### **DELIVERY TO:**

#### **If via hand delivery:**

New Mexico Highlands University  
Attn: Purchasing Department-RFP #889  
903 University Avenue  
Las Vegas, NM 87701

#### **If via United States Postal Service:**

New Mexico Highlands University  
Attn: Purchasing Department-RFP #889  
P.O. Box 9000  
Las Vegas, NM 87701

#### **If via FedEx, United Parcel Service, or any other carrier:**

New Mexico Highlands University  
Attn: Purchasing Department-RFP #889  
1005 Diamond Avenue  
Las Vegas, NM 87701

#### **If via electronic submittal:**

mjsaavedra@nmhu.edu

#### **If via telefax:**

505-454-3109

*NMHU is not responsible for problems with transmittal, lost, or late proposals. It is the responsibility of the proposer to ensure prompt delivery of their proposal.*

## ARTICLE 13 – CONTACTS

Greg Martinez and Michael Saavedra have been designated as the contact persons for this RFP. No offeror may contact any University employee, officer or member of the Board of Regents other than Mr. Martinez and Mr. Saavedra regarding this RFP 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 RFP and that person's proposal may be rejected as a result.

Contact Persons:

Name, Title Greg Martinez, Project Manager  
Department Facilities Services  
Phone: 505-454-3160  
Email address: martinezg@nmhu.edu

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

#### **ARTICLE 14 - HOURS OF OPERATION**

The regular hours of service and/or delivery shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. NMHU holidays are defined below:

Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day After Thanksgiving Day; Martin Luther King, Jr.; and winter, spring, and New Year's break. The specific days off during the winter and spring breaks will be announced annually.

#### **ARTICLE 15 - CONTRACT DOCUMENT**

The RFP documents included in this packet constitute the Contract Document. The contractor's signature on the proposal, which includes the General and Supplemental Terms and Conditions, signifies a full understanding of the terms of the Contract and an agreement to perform the work under these terms if awarded the Contract. The award will be made in a Contract between NMHU and the Contractor.

**SECTION IV.  
 HOURLY LABOR RATES PRICING SCHEDULE**

The following trade classifications are from the State of New Mexico Department of Workforce Solutions used for wage rate determinations.

Complete the table below with the hourly labor rates your company will charge NMHU if an award is made. If there is a wage rate determination you may charge NMHU the higher of the rates of the wage rate determination and the rates in the table below. Trade classification definitions are listed below the table.

TRADE CLASSIFICATION	BASE RATE	FRINGE RATE
Bricklayer/Blocklayer/Stonemason		
Carpenter/Lather		
Cement Mason		
Ironworker		
Painter (Brush/Roller/Spray)		
Electricians (outside)		
Groundman		
Equipment Operator		
Lineman/Wireman or Tech		
Cable Splicer		
Plumber/Pipefitter		
<b>Laborers</b>		
Group I		
Group II		
Group III		
<b>Operators</b>		
Group I		
Group II		
Group III		
Group IV		
Group V		
Group VI		
Group VII		
Group VII		
Group IX		
Group X		
<b>Truck Drivers</b>		
Group I		
Group II		
Group III		
Group IV		

## TRADE CLASSIFICATIONS DEFINITIONS:

### LABORERS CLASSIFICATION GROUPS

#### **GROUP I - (Unskilled):**

Building & Common Laborer; Carpenter Tender Chainman; Rodman; Stakedriver; Concrete Buggy Operator (hand); Concrete Workers; Flagman; Soil Sample Tester.

#### **GROUP II – (Semi-skilled):**

Wagon, Air Tract, Drill & diamond Drillers' Tender (Outside); Air & Power Tool Man (not a carpenter's tool); Asphalt Heaterman; Asphalt Jointman; Asphalt Raker; Batching Plant Scaleman; Tenderers (To Cement Mason & Plasterer); Chain Sawman; Concrete Power Buggyman; Concrete Touch-up Man; concrete Sawman – Coring Mach.; Curbing Machine, Asphalt or Cement; Cutting Torchman; Metal Form Setter-Road; Grade Setter; Hod Carrier; Mortar Mixer & Mason Tender; Powderman or Blaster Helper; Sandblaster; Scaler; Vibratorman (Hand type); Vibratory Compactor (Hand type); Window Washer; Nurseryman-Gardener; Wagon, Air Tract, Drill & Diamond Driller (Outside); Roadway Hardware Worker.

#### **GROUP III – (Miscellaneous):**

Gunite Pumpcrete Man & Nozzleman; Multi-plate Setter; Manhole Builder; Pipelayer; Powderman-Blaster-Makeup; Landscaper; Traffic Control Technician; Laboratory Technician.

### EQUIPMENT OPERATOR CLASSIFICATION GROUPS

#### **GROUP I:**

Concrete Paving Curing Machine

#### **GROUP II:**

Belt Type Conveyors (Material & Concrete); Broom (Self Prop.); Fork Lift; Grease Truck Operator; Head Oiler; Hydro Lift; Tractor (Under 50 Drawbar HP with or without Attach.); Industrial Locomotive Brakeman; Front End Loader (2 CY or less); Fireman; Oiler; Screedman; Roller (Pull Type); Mulching Machine, Roller (Self-Propelled).

#### **GROUP III:**

Concrete Paving Form Grader; Concrete Paving Gang Vibrator; Concrete Paving Joint or Saw Machine; Concrete Paving Sub Grader; Tractor with Backhoe Attachment; Subgrade or Base Finisher; Power Plant (Electric Generator or Welding Machine).

#### **GROUP IV:**

Bulldozer (including self-propelled roller with dozer attachment); Batch or Continuous Mix Plant (Concrete, soil cement; or asphalt); Roller (Steel Wheel); Front End Loader (2 – 10 CY); Scraper Operator; Motor Grader.

#### **GROUP V:**

Asphalt Distributor; Asph. Paving or Laydown Machine; Asph. Retort Heater; Mixer, Heavy Duty, Asph. Or Soil Cement; Trenching Mach.; Clam Type Shaftmucker; Backhoe, Clamshell, Dragline, Gradall, Shovel (under ¾ CY); Elevating Grader or Belt Loader; Cranes (Crawler or Mobile) under 20 tons; Air Compressor (300 CFM 7 Over); Crushing Screening & Washing Plants; Drlg. Machine (Cable Core or Rotary); Mixer, Concrete (1 CY & Less); Pump (6 " intake or over); Winch Truck; Hoist (1 Drum);

Industrial Locomotive Motorman; Lumber Stacker; Tractor (50 Drawbar HP or over).

**GROUP VI:**

Concrete Paver Mixer; Hoist (2 drums & over); Side Boom; Traveling Crane; Piledriver; Backhoe, Clamshell, Dragline, Gradall, Shovel (3/4 CY to 3 CY); Cranes (Crawler or Mobile) 20 Ton to 40 Tons; Front End Loader (Over 10 CY); Mixer; Concrete (over 1 CY); Mechanic and/or Welder.

**GROUP VII:**

Concrete Slip-Form Paving Machine; Concrete Paving Finishing Machine; Concrete Paving Longitudinal Float; Guniting Machine; Refrigeration; Jumbo Form or Drilling; Stage; Slusher; Concrete Paving Spreader; Pumpcrete Machine; Grout Pump Operator.

**GROUP VIII:**

Mine Hoist; Bulldozer (Multiple Units); Scraper (Multiple Units); Mucking Machine; Backhoe, Clamshell, Dragline, Gradall, Shovel (over 3 CY); Cranes (Crawler or Mobile) over 40 tons.

**GROUP IX:**

Belt Loader (CMI Type) Operator; Pipemobile Operator Assistant; Derrick, Cableway.

**GROUP X:**

Pipemobile Operator; Mole Operator.

**TRUCK DRIVER CLASSIFICATION GROUPS**

**GROUP I:**

Pick-up truck  $\frac{3}{4}$  ton or under; Warehouseman; Dump Truck (under 8 cubic yards); Flatbed (1  $\frac{1}{2}$  ton or under).

**GROUP II:**

Dump truck (8 – 16 cy); Tank Truck (under 6,000 gals.); Flatbed (over 1  $\frac{1}{2}$  ton).

**GROUP III:**

Spreader Box (self-propelled); Distributor (asphalt); Transit Mix; Lowboy, Light Equipment; Off-Highway Hauler; Tank Truck (over 6,000 gals.); Dump Truck (over 16 cy); Trailer Semi-Trailer Dump.

**GROUP IV:**

Diesel-powered Transport; Lowboy; Heavy Equipment.

SECTION V.  
QUOTATION INSTRUCTIONS

1. If you are unable to furnish a proposal, please so indicate on the request form and return it.
2. Execute a copy of the RFP cover page and the Contractor Representations/Certifications form and return them with your response. Your signature indicates your acceptance of all terms and conditions specified in the RFP. Any objection to terms must be made with your response with supporting reasons therefore. Contractor's printed terms and conditions of sale shall not be considered specific exceptions. Retain for your records the balance of the forms in the RFP package.
3. Clarifications of proposal procedures may be made by contacting:

Michael Saavedra, Purchasing Department  
903 University Street  
Las Vegas, New Mexico 87701  
Email: mjsaavedra@nmhu.edu  
Telephone: (505) 454-3053  
Fax: (505) 454-3019

Any explanation desired by an offeror regarding meaning or interpretation of the RFP shall be requested in writing and with sufficient time allowed for return reply to reach offerors before submission of proposals. Oral explanations or instructions shall not be binding.

4. EVALUATION CRITERIA: All proposals shall be reviewed for compliance with the mandatory requirements stipulated within this RFP. Proposals found not to be in compliance will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values:

<u>DESCRIPTION</u>	<u>WEIGHT</u>
1.) Relevant Experience	15%
2.) Qualifications of Personnel	15%
3.) Ability to respond to future projects under this RFP	15%
4.) Rate Schedule ( <b><u>place in a separate sealed envelope</u></b> )	
a.) Hourly labor rates	20%
b.) Equipment rates	10%
c.) Materials mark-up	10%
d.) Overhead & profit	15%
TOTAL	<u>100%</u>

The submittal shall address the firm's capabilities for all of the criteria stated above. Proposals submitted by all contractors shall be evaluated based on the above criteria. Written submittal shall not exceed fifteen (15) pages and should be concise, relevant, applicable and responsive. The following will not be counted towards the fifteen (15) pages: the cover page, table of contents, campaign contribution disclosure form, certificates of insurance, and conflict of interest &

**NEW MEXICO HIGHLANDS UNIVERSITY  
REQUEST FOR PROPOSAL NUMBER: 889  
DATE: WEDNESDAY, SEPTEMBER 30, 2009  
TITLE: ON-CALL CONTRACTS FOR ASPHALT,  
BITUMEN AND CONCRETE CONSTRUCTION**

debarment/suspension certification form.

NMHU reserves the right to select a short-list of contractors and may request that those contractors make a presentation to the University selection committee upon receipt of at least 48 (forty-eight) hours notice from the NMHU Purchasing Department.

5. **DURATION:** Dealer shall stipulate in writing that information contained in all material submitted is valid and will remain so for at least sixty (60) days after the final due date of this RFP.
6. **ACKNOWLEDGEMENT OF ADDENDA:** Offerer shall acknowledge receipt of any addendum to this Request by identifying the addenda number and date in the space provided on the response form.
7. **CANCELLATION:** The University reserves the right to cancel without penalty, this Request, 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.
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. Clarifications must be in writing as an addenda to be considered as part of this Request.
9. **FAXED AND ELECTRONIC OFFERS:** Faxed and electronic quotes will be accepted. Proposals are to be sent to the Buyer listed on the cover sheet and are due at the date and time also listed on the cover sheet.
10. **LATE SUBMISSIONS:** Late submissions of offers 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 offer is the only offer received. All other late submissions will be returned unopened.
11. **MODIFICATIONS:** Modifications to offers received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Modifications may be sent via fax or electronic submission to the Buyer listed on the cover sheet.

Technical clarifications of the offer may be requested by the Buyer following the opening.

A late modification of an otherwise successful offer that makes its terms more favorable to NMHU will be considered at any time it is received.

12. **NUMBER FOR OFFER CLARIFICATION:** The Offeror should include a local or toll-free number for quote clarifications. Failure to do so may result in the offer being classified as non-responsive.
13. **NUMBER OF COPIES OF OFFER:** Please submit SIX (6) copies of your offer and all supporting documents. Failure to submit four copies may result in your offer being considered non-responsive.
14. **PUBLIC INFORMATION:** All information, except that classified as confidential, will become public information at the time that the offer is opened. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the

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confidential information. Price and information concerning the specifications cannot be considered confidential.

15. REJECTION OF OFFERS: The University reserves the right to award offers based on price and any other evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interest of the University.
16. SUBMISSION OF DRAWINGS/LITERATURE: The submission of samples, drawings and literature to be used in the evaluation of the offer, 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 Offerors request and expense.
17. 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 offer. Applicable taxes are excluded from the Proposal evaluation. A non-taxable transaction certificate will be provided upon request.
18. WITHDRAWAL OF OFFERS: Offers may be withdrawn by written notice, telegram or in person by an offeror or an authorized representative any time prior to the award. Offers requiring bid security will result in forfeiture of the security if the offer is withdrawn following the opening.

**SECTION VI.  
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 seller refuses or fails to comply with the provision of this order, or so fails to make progress as to

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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.
10. **DISCOUNTS:** Prompt payment discounts will not be considered in computing the low bid. Any

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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:

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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 experimental research and development work	52.227-11.12
	applies to small business and non-profit organizations.	52.227-12

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	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 VII.  
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  
1005 University Avenue  
Las Vegas, New Mexico 87701
2. CANCELLATION: The University reserves the right to cancel, without penalty, this Request, 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.
3. CHANGES/ALTERATIONS AFTER AWARD: Changes or alterations after the award can only be made if agreed to in writing by the University.
4. CLEAN UP: It is the vendor's responsibility that the job site be kept clean and free of rubble while work is performed under this contract. Upon completion of the work, all areas shall be cleared of all contractor's equipment, excess materials and rubble.
5. 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.
6. DAMAGE AND SECURITY OF NMHU PROPERTY: The vendor shall be responsible for all damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents and/or subcontractors. He shall save and keep harmless the University against any and all loss, cost, damage, claims, expense or liability in connection with performance of this contract. Any equipment or facilities damaged by the 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 vendor shall be responsible for security of all his equipment and for the protection of work done under this contract until final acceptance of the work.
7. DISRUPTION OF NORMAL ACTIVITY: All work shall be performed so as not to interfere with normal University activities. When it is necessary to disrupt normal activities, the schedule of work and the areas to be affected must be approved by the University's authorized representative prior to commencement of the work.
8. EMPLOYEE CERTIFICATION: The vendor and all of the vendor's employees utilized on the work to be performed under this Invitation must have the proper certification(s) and license(s) to comply with State and local requirements connected to this Request.

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The vendor shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this Request.

9. EQUIPMENT REQUIRED: The vendor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Request except as otherwise noted in the Specifications.
10. GENERAL TERMS AND CONDITIONS: New Mexico Highlands University's General Terms and Conditions are an equal and integral part of this Request.
11. GOVERNING LAW: This Request and the resultant contract and/or purchase order will be interpreted and governed by the Laws of the State of New Mexico.
12. INSPECTIONS: The vendor shall be responsible for securing at his expense, all required inspections to comply with Federal, State and/or local regulations governing the work performed under this Request.

The University will inspect all work done under this Request to verify compliance with specifications contained in this Request.

13. INSURANCE REQUIREMENTS: The vendor is required to carry insurance meeting the requirements in the Exhibit labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. The Certificate of Insurance shall be mailed to the issuing buyer and shall reference this Request on the face of the Certificate.
14. LICENSES/PERMITS/EASEMENTS: The vendor shall be responsible for obtaining his expense, all easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the work under this Request.
15. NEW MATERIALS REQUIRED: All materials and equipment delivered and/or installed under this Request shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two (2) 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.
16. OSHA REGULATIONS: The vendor 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 Request. The vendor shall defend, indemnify and hold the University free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines and penalties, judgments, court costs and attorneys fees.
17. PERFORMANCE AND PAYMENT BOND: A performance and payment bond in the amount of one-hundred percent (100%) of the contract cost is required. The bonds must be executed by the offeror and 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 fourteen (14) days of the issuance of a purchase order for all projects under this RFP.

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These bonds shall be submitted in accordance with Section 13-4-18 NMSA, 1978.

18. **POTENTIAL COSTS-UNSPECIFIED:** The vendor shall include in his quotes all material and labor costs known to be required to complete the work under this Request 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 proposal.
19. **PROPOSAL NEGOTIATION:** Offerors 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 offerors who submit offers found to be reasonably likely to be selected for award.
20. **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.
21. **REQUEST FOR PROPOSAL TERMS PART OF CONTRACT:** This Request along with its attachments will be considered to be part of the resultant contract and/or purchase order and is being incorporated by reference.
22. **SCHEDULE DELAYS:** If after the award, the vendor becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule, the vendor 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 its contractual obligations; however, failure to notify the University promptly will be a basis for determining the vendor responsibility in an otherwise excusable delay.
23. **SITE FAMILIARITY:** The vendor shall be responsible for thoroughly inspecting the site(s) and work to be done prior to submission of a quote based on a subsequent award based on this RFP. The vendor warrants by this submission that he has thoroughly inspected the site and work to be done and that his offer includes all costs required to complete the work. The failure of the vendor of the vendor is to be fully informed regarding the requirements of this Request will not constitute grounds for any claim, demand for adjustment or the withdrawal of a quote after the opening.
24. **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.
25. **SUBCONTRACTORS:** All subcontracted work on this project must comply with the Subcontractors Practices Fair Act (13-4-31 thru 13-4-42, NMSA, 1978).
26. **USE OF CONTRACT:** All State of New Mexico agencies, commissions, institutions, political

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subdivisions, and local public bodies allowed by law are authorized to purchase from this agreement, pursuant to section 13-1-129 (NMSA 1978).

27. **VENDOR GUARANTEE:** The vendor shall guarantee all materials, equipment and workmanship furnished and/or installed under this Request to be free of defects and shall agree to replace solely at his 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 the University, unless otherwise agreed to in writing at time of the award.
28. **WORKMANSHIP/COOPERATION:** All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The contractor will cooperate with the University and other contractors and coordinate their work involving other contractors through the University's authorized representative.

**SECTION VIII.**  
**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 [1%] 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 \_\_\_\_\_

SECTION IX.  
INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:

The Contractor shall furnish the Owner one copy of Certificates of Insurance herein required for each copy of the Agreement, showing the coverages, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. **Such certificates shall be filed with the Owner and shall also contain the following statement: "The insurance coverage certified herein shall not be cancelled or materially changed except after forty-five (45) days written notice has been provided to Owner."**

COMPENSATION INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation insurance as required by applicable State law for all of the Contractor's employees to be engaged at the site of the project under this project and in case of any such work sublet, the Contractor shall require the subcontractor or sub-subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's or sub-subcontractor's Workers which are covered under the Contractor's Worker's Compensation Insurance. **In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than \$100,000.**

CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Comprehensive General Liability Insurance providing limits of liability of not less than the following:

<u>Type</u>	<u>Limits of Liability</u>
Bodily Injury Liability	\$300,000. Each Occurrence \$300,000. Annual Aggregate
Property Damage Liability	\$300,000. Each Occurrence \$300,000. Annual Aggregate OR
Combined Single Limit Bodily Injury and Property Damage Liability	\$300,000. Each Occurrence \$300,000. Annual Aggregate

CONTRACTOR'S VEHICLE LIABILITY INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance providing limits of liability as follows:

<u>Type</u>	<u>Limits of Liability</u>
Bodily Injury Liability	\$200,000. Each Occurrence
Property Damage Liability	\$200,000. Each Occurrence

SUBCONTRACTOR'S AND SUB-SUBCONTRACTOR'S PUBLIC LIABILITY AND VEHICLE LIABILITY INSURANCE:

The Contractor shall either:

- (1) Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub-subcontract Public Liability Insurance of the types and amounts specified above or,
- (2) Insure the activities of the subcontractors or sub-subcontractors in the Contractor's policy as required under this Article.

GENERAL:

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

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

**SECTION X.**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM MUST BE COMPLETED 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.

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TITLE: ON-CALL CONTRACTS FOR ASPHALT,  
BITUMEN AND CONCRETE CONSTRUCTION

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
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)