

**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. SECTION I. CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS FORM
2. SECTION II. ADVERTISEMENT
3. SECTION III. STATEMENT OF WORK
4. SECTION IV. LIST OF SUBCONTRACTORS
5. SECTION V. QUOTATION INSTRUCTIONS
6. SECTION VI. GENERAL TERMS AND CONDITIONS
7. SECTION VII. SUPPLEMENTAL TERMS AND CONDITIONS
8. SECTION VIII. INSURANCE REQUIREMENTS
9. SECTION IX. SUPPLIER CONFLIT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM
10. STATE OF NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS, PUBLIC WORKS BUREAU, WAGE RATE DETERMINATION NUMBER SM-09-0941 B (SEPERATELY)
11. JONATHAN WHITTEN + ASSOCIATES, DESIGN PROFESSIONAL OF RECORD-PROJECT MANUAL, PROJECT NO. 0910 (SEPERATELY)
12. JONATHAN WHITTEN + ASSOCIATES, DESIGN PROFESSIONAL OF RECORD-DRAWINGS NUMBERS: G 1.0, AD 1.1, A 1.0, A 1.1, A 2.1, A 3.1, A 4.1, MEP 1.1, MEP 1.2, M 1.1, S 1.0, SS 1.0, E 0.1, E 0.2, E 1.1, E 1.2, E 1.3, E 1.4, E 1.5, E 1.6, E 1.7, P 1.0, P 1.1, P 2.1 and P 6.1 (SEPERATELY)

**BID DUE DATE: FRIDAY, OCTOBER 16, 2009 AT 2:00 P.M. MOUNTAIN STANDARD TIME**

*Faxed and electronic submittals of proposals 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, or late bids.*

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 all terms and conditions outlined in the IFB.**

  
\_\_\_\_\_  
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 Email Address

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

**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>Contact Information for Offer Clarification:</b>			
<b>Name:</b>		<b>Title:</b>	
<b>Telephone:</b>		<b>Telefax No.:</b>	
<b>Cell No.:</b>		<b>Email:</b>	

**ACKNOWLEDGMENT OF ADDENDA:**

The undersigned acknowledges receipt of the following addenda:

Addenda Number: \_\_\_\_\_ Date of Addenda: \_\_\_\_\_; Addenda Number: \_\_\_\_\_ Date of Addenda: \_\_\_\_\_

Addenda Number: \_\_\_\_\_ Date of Addenda: \_\_\_\_\_; Addenda Number: \_\_\_\_\_ Date of Addenda: \_\_\_\_\_

**AGREEMENT TO SUPPLY PERFORMANCE BOND:** The undersigned agrees to furnish a Performance Bond if required by this IFB 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 Invitation for Bid 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.

<b>SIGNATURE OF AUTHORIZED:</b>			
<b>PRINTED OR TYPED NAME:</b>			
<b>TITLE:</b>		<b>DATE:</b>	
<b>EMAIL:</b>			
<b>PHONE:</b>		<b>CONTRACTOR'S LICENSE NUMBER:</b>	

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

**SECTION II.  
ADVERTISEMENT**

**NEW MEXICO HIGHLANDS UNIVERSITY  
INVITATION FOR BID # 880**

New Mexico Highlands University (NMHU) will accept sealed proposals for the STEAM PLANT/FOUNDRY RENOVATIONS REBID, on or before Friday, October 16, 2009 at 2:00 P.M. local time. Bids are to be received by the NMHU Purchasing Department. At that time bids will be publicly opened and read. Bids received after that time will not be accepted.

This project will be for an interior renovation of the building and exterior earthwork, concrete work, & ADA ramps. The following is a brief description of the work required for the project: minor demolition that does not include hazardous materials; new interior doors and windows; new HVAC, plumbing, additional electrical, shutting off of and/or relocating of utilities, special systems, and fire alarm; and work also includes installation or reinstallation of small and large equipment.

A mandatory walk-through will be held on Friday, October 9, 2009 at 10 A.M. local time. The walk-through will be held at the site which is located at 914 Eleventh Street, Las Vegas, New Mexico. Please be prepared to address any requested clarification or interpretation of the proposed contract documents.

All bids shall be on a lump sum basis. Bids will be held accountable for as long as sixty (60) calendar days after opening pending action by the Owner.

Completion of the interior portion (including equipment installation and/or reinstallation) of the project is to be completed in its entirety by Friday, January 8, 2010. Completion of the exterior portion of the project is to be completed in its entirety by Friday, January 15, 2010.

Bid security in the amount of five percent (5%) of the bid must accompany each proposal.

Bidders 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 is required for this project.

Contract Documents may be obtained upon the deposit of the sum of seventy-five dollars \$75.00 for each set of documents. General contractors will be allowed a maximum of two (2) sets; subcontractors, one (1) set. Only complete sets will be issued for purpose of obtaining bids. No license or grant for any other use is intended. Checks are to be made payable to NMHU.

Any bona fide bidder returning the documents in good condition within fifteen (15) calendar days following the bid submittal date will be returned that deposit.

The Bidding Documents will be distributed by NMHU.

Bidding Documents may be checked out at:  
New Mexico Highlands University

NEW MEXICO HIGHLANDS UNIVERSITY  
INVITATION FOR BID NUMBER: 880  
DATE: FRIDAY, OCTOBER 2, 2009  
TITLE: STEAM PLANT/FOUNDRY RENOVATIONS REBID

Purchasing Department  
903 University Avenue  
Las Vegas, NM

Monday through Friday from 8 A.M. to 12 noon and 1 P.M. to 5 P.M. local time.

To view a set of Bidding Documents go to:

New Mexico Highlands University  
Purchasing conference room  
903 University Avenue  
Las Vegas, NM

Monday through Friday from 8 A.M. to 12 noon and 1 P.M. to 5 P.M. local time.

or

New Mexico Highlands University  
Facilities Services conference room,  
1051 11th Street  
Las Vegas, NM

Monday through Friday from 8 A.M. to 12 noon and 1 P.M. to 5 P.M. local time.

For a copy of the bidding 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 bids and/or award the project in its best interest.

**SECTION III.  
STATEMENT OF WORK**

**ARTICLE 1**

New Mexico Highlands University (NMHU) is interested in contracting for services for the remodeling of its building formerly referred to as the "Main Boiler" building. The building is a single story structure which was constructed in 1951, has a total area of 4,225 sfg, and is currently unoccupied.

This project will be for an interior renovation of the building and exterior earthwork, concrete work, & ADA ramps. The following is a brief description of the work required for the project: minor demolition that does not include hazardous materials; new interior doors and windows; new HVAC, plumbing, additional electrical, shutting off of and/or relocating of utilities, special systems, and fire alarm; and work also includes installation or reinstallation of small and large equipment.

Bid specifications have been prepared by Jonathan Whitten + Associates of Las Vegas, NM. For instructions to acquire one set of the bid specifications refer to **SECTION III., ARTICLE 5.**

**ARTICLE 2 – SITE INSPECTION**

There will be a mandatory walk-through of the site to be held on Friday, October 9, 2009 at 10 A.M. local time. The building is located on the main campus and its physical address is 914 Eleventh Street, Las Vegas, New Mexico.

**ARTICLE 3 – LICENSES AND REGISTRATIONS**

At the time of the bid opening, bidder must have a valid State of New Mexico Contractor's License. List your Contractor's License: \_\_\_\_\_.

At the time of the bid opening, in accordance with Section 13-4-13.1 NMSA, 1978, bidder 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 4 – SUBCONTRACTORS LIST**

In accordance with Section 13-4-18 NMSA, 1978, bidder is required to submit with the bid a listing of subcontractors. Include the name and the city or county of the place of business of each subcontractor. Bidder who does not comply with the requirements of this section will be considered non-responsive. A form has been provided for your list of subcontractors Complete **SECTION IV. LIST OF SUBCONTRACTORS.**

**ARTICLE 5 – COPIES OF CONTRACT DOCUMENTS**

The Contract Documents may be viewed at the NMHU Facilities Services conference room, 1051 Eleventh Street, Las Vegas, NM and at the NMHU Purchasing conference room, 903 University Avenue, Las Vegas, NM. They will be available during the regular working hours of the departments which is Monday through Friday from 8 am to 12 noon and 1 pm to 5 pm local time.

Contract Documents may be obtained upon the deposit of the sum of seventy-five dollars \$75.00 for each set of documents. General contractors will be allowed a maximum of two (2) sets; subcontractors, one (1) set. Only complete sets will be issued for purpose of obtaining bids. No license or grant for any other use is intended. Checks are to be made payable to NMHU. They will be available during the regular working hours of the departments which is Monday through Friday from 8 am to 12 noon and 1 pm to 5 pm local time.

Checks will be returned following receipt of the full set of Contract Documents if they are in usable condition and within fifteen (15) calendar days of the bid opening.

**ARTICLE 6 – COMPLETION OF WORK**

The **interior portion** (including equipment installation and/or reinstallation) of the project is **to be completed** in its entirety by **Friday, January 8, 2010**.

The **exterior portion** of the project is **to be completed** in its entirety by **Friday, January 15, 2010**.

Quote your best completion dates below:

All **interior** construction services and equipment installation/reinstallation to be completed by the date of

\_\_\_\_\_.

All **exterior** construction services to be completed by the date of

\_\_\_\_\_.

**ARTICLE 7 - TOTAL PRICE**

New Mexico Highlands University shall pay the Contractor on a firm-fixed price basis of:

\_\_\_\_\_ (Dollars),

(\$)  
\_\_\_\_\_.

(list price before NM gross receipts tax – NMGRGT will be added to invoices if applicable).

**ARTICLE 8 – CONTACTS**

Jorden Grimm and Michael Saavedra have been designated as the contact person(s) for this RFP. No offeror may contact any University employee, officer or member of the Board of Regents other than Mr Grimm or Michael 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 Person(s):**

Name, Title	Jorden Grimm, Operations and Capital Projects Manager
Department	Facilities Services
Phone:	505-454-3491
Email address:	jjgrimm@nmhu.edu

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

SECTION IV.  
LIST OF SUBCONTRACTORS

Listing Threshold for this IFB: \$5,000

The following subcontractors, sub-subcontractors, will work on and/or furnish material on the construction of the above named project if my bid is accepted. "General Contractor" is inserted over all headings for which no subcontractor will be let. "None" is inserted under items which are not applicable. This is a requirement of the New Mexico Procurement Act along with the Subcontractors Fair Practices Act. Failure to list all subcontractors by name and location of place of business will automatically label the Bid as non-responsive and will result in the disqualification of the Bid.

1. Do not list material suppliers.
2. With failure to list a subcontractor, the general contractor represents that he is fully qualified to perform that portion of the work.
3. By entering "**no bids received**" or "**no bid**" on this document, the general contractor represents that he is fully qualified to perform that portion of the work.
4. For items which are not applicable list "**none**".
5. List only one subcontractor per subcontract. List subcontractors for base bid only.

Subcontract Item	Installer Name Address
EXCAVATION name address	
EARTHWORK name address	
DEMOLITION name address	
CONCRETE REINFORCEMENT name address	
CONCRETE name address	
CAST STONE MASONRY name	

address

---

ROUGH CARPENTRY

name  
address

---

INSULATION

name  
address

---

METAL ROOFING

name  
address

---

SEALANTS

name  
address

---

HOLLOW METAL DOORS & FRAMES

name  
address

---

WOOD DOORS

name  
address

---

DOOR HARDWARE

name  
address

---

ALUMINUM WINDOWS

name  
address

---

GLAZING

name  
address

---

GYPSUM BOARD

name  
address

---

RESILIENT TILE FLOORS

name  
address

---

PAINTING

name  
address

---

FIRE EXTINGUISHERS

name  
address

---

CASEWORK

name  
address

---

SHEET METAL

name  
address

---

MECHANICAL CONTRACTOR

name  
address

---

ELECTRICAL CONTRACTOR

name  
address

---

FIRE ALARM

name  
address

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SECTION V.  
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. **FAXED AND EMAILED QUOTES:** Faxed and emailed submittals will be accepted. Bid due date and time for faxed and emailed bids is provided on the cover sheet. Quotes may also be modified by faxed and/or email notice, provided that the notice is received by the time and date specified as the 'BID DUE DATE' on the cover sheet.
10. **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.
11. **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.

NEW MEXICO HIGHLANDS UNIVERSITY  
INVITATION FOR BID NUMBER: 880  
DATE: FRIDAY, OCTOBER 2, 2009  
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12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
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 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 TO BE OPENED ON OCTOBER 16, 2009 AT 2:00 PM"**

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

**DELIVERY TO:**

**If via hand delivery:**

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

**If via United States Postal Service:**

New Mexico Highlands University  
Attn: Purchasing Department-BID  
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-BID  
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 bids. It is the responsibility of the bidder to ensure prompt delivery of their bid.*

23. **OPENING OF BIDS:** Bids will be opened at the NMHU Purchasing Department. The 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 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

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

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:

NEW MEXICO HIGHLANDS UNIVERSITY  
 INVITATION FOR BID NUMBER: 880  
 DATE: FRIDAY, OCTOBER 2, 2009  
 TITLE: STEAM PLANT/FOUNDRY RENOVATIONS REBID

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

NEW MEXICO HIGHLANDS UNIVERSITY  
INVITATION FOR BID NUMBER: 880  
DATE: FRIDAY, OCTOBER 2, 2009  
TITLE: STEAM PLANT/FOUNDRY RENOVATIONS REBID

	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  
903 University Street  
Las Vegas, New Mexico 87701
2. **BID SECURITY:** Bid security shall be required in a bond equal to 5% of the offered cost. The bond shall be provided by a surety company authorized to do business in the State of New Mexico. The bid security will be returned to the successful bidder upon completion of the work. The bid security of the unsuccessful bidders will be returned upon award of the contract. Bid security of any bidder who withdraws their quote following the opening but prior to the award, may be retained by the University.
3. **BID NEGOTIATION:** Bidders submitting quotes will not be afforded an opportunity for discussion and revision of quotes.
4. **BRAND NAME:** Brand Name restrictions apply to this Invitation and alternate brands will not be considered.
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. **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.
8. **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.
9. **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.

10. **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.
11. **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 Invitation.

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

12. **EQUIPMENT REQUIRED:** The vendor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Invitation except as otherwise noted in the Specifications.
13. **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.
14. **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 Invitation.

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

15. **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 Invitation of the face of the certificate.
16. **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.
17. **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 Invitation.
18. **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

NEW MEXICO HIGHLANDS UNIVERSITY  
INVITATION FOR BID NUMBER: 880  
DATE: FRIDAY, OCTOBER 2, 2009  
TITLE: STEAM PLANT/FOUNDRY RENOVATIONS REBID

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.

19. **NON-PERFORMANCE PENALTIES:** The offeror agrees to pay the University an amount equal to one hundred dollars (\$100.00) per day for each calendar day past the completion date specified in this contract that completion or delivery is delayed. The University may subtract this amount from any monies due to the vendor.
20. **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 Invitation. 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.
21. **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.
22. **PERFORMANCE AND PAYMENT BOND:** A performance and payment bond in the amount of 100% of the contract cost is required. The bond must be executed by the bidder and a surety company authorized to do business in New Mexico or other suitable sureties approved by the State Board of Finance. The performance bond must be received by the buyer issuing the award within fourteen (14) days of the award and must reference this Invitation for Bid Number on the face of the document. Only originals will be accepted, photocopied or faxed copies will not be accepted. These bonds shall be submitted in accordance with Section 13-4-18 NMSA, 1978.
23. **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.
24. **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.
25. **SITE INSPECTION:** The site referenced in this document is available for inspection as shown in **SECTION III. ARTICLE 2 – SITE INSPECTION.**

NEW MEXICO HIGHLANDS UNIVERSITY  
INVITATION FOR BID NUMBER: 880  
DATE: FRIDAY, OCTOBER 2, 2009  
TITLE: STEAM PLANT/FOUNDRY RENOVATIONS REBID

26. **SITE FAMILIARITY:** The vendor shall be responsible for thoroughly inspecting the site and work to be done prior to submission of a bid. 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 is to be fully informed regarding the requirements of this Invitation will not constitute grounds for any claim, demand for adjustment or the withdrawal of a quote after the opening.
27. **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.
28. **STANDARD TERMS AND CONDITIONS:** New Mexico Highlands University's Standard Terms and Conditions are an equal and integral part of this Invitation.
29. **SUBCONTRACTORS:** All subcontracted work on this project must comply with the Subcontractors Practices Fair Act (13-4-31 thru 13-4-42, NMSA, 1978).
30. **VENDOR GUARANTEE:** The vendor shall guarantee all materials, equipment and workmanship furnished and/or installed under this Invitation to be free of defects and shall agree to replace solely at his expense, any and all defective equipment, parts, etc. within a one (1) 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.
31. **VENDOR SCHEDULE REQUIRED:** The vendor shall include a proposed schedule for completion of work under this Invitation. It should contain an itemized break out of all items and projects and include testing dates, if applicable.
32. **WAGE RATES:** Jobs with an estimated cost equal to or greater than sixty thousand dollars (\$60,000) done under this Invitation will subject to Public Works Minimum Wage Act (13-4-11 thru 14-4-17, +NMSA, 1978), Wage Determination Number **SM-09-0941 B**. Minimum wages will be supplied at time of award or may be obtained from the Labor and Industrial Commission, 1596 Pacheco Street, Santa Fe, NM 87501.
33. **WARRANTY:** Please state the warranty for equipment to be supplied under this Invitation. A copy of the warranty should be included in your submission.
34. **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.  
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 \$500,000.

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	\$400,000. Each Occurrence \$400,000. Annual Aggregate
Property Damage Liability	\$400,000. Each Occurrence \$400,000. Annual Aggregate OR
Combined Single Limit Bodily Injury and Property Damage Liability	\$400,000. Each Occurrence \$400,000. 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 IX.**  
**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 \_\_\_\_\_