

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

CONTRACTOR:

ATTN:

This is an INVITATION FOR BID, to be referred to as "IFB"; between New Mexico Highlands University, to be referred to as "NMHU"; and the Bidder noted above, to be referred to as "Contractor."

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. GENERAL REQUIREMENTS
5. SECTION V. QUOTATION INSTRUCTION
6. SECTION VI. GENERAL TERMS & CONDITIONS
7. SECTION VII. SUPPLEMENTAL TERMS AND CONDITIONS
8. SECTION VIII. INSURANCE REQUIREMENTS
9. SECTION IX. SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM


BID DUE DATE: THURSDAY, DECEMBER 17, 2009 AT 2:00 P.M.
MOUNTAIN STANDARD TIME

Faxed and electronic submittals of bids will be accepted. Due date and time for faxed 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.

NMHU invites you to submit a Bid on the material and/or services in the attached 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 this IFB. For clarifications contact Buyer listed below.

Signed:



NMHU Buyer

Michael Saavedra
Phone: (505) 454-3053
Fax: (505) 454-3109
Email: mjsaavedra@nmhu.edu

Authorized Contractor Representative:

Printed Name and Title

Contractor Telephone Number

Signature

Contractor Telefax Number

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.

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

ACKNOWLEDGMENT OF ADDENDA:

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

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

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this IFB 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 ADDRESS:	

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

**SECTION II.
ADVERTISEMENT**

**NEW MEXICO HIGHLANDS UNIVERSITY
Invitation for Bid # 901**

New Mexico Highlands University (NMHU) will accept sealed bids for TREE TRIMMING AND REMOVAL SERVICES, on or before Thursday, December 17, 2009 at 2:00 P.M. local time. At that time bids will be publicly opened and read. Bids received after that time will not be accepted.

This bid is for the pruning of one-hundred seventy-five (175) trees and the removal of twenty-four (24) trees from the NMHU main campus, located in Las Vegas, NM.

A "mandatory" walk-through will be held on Friday, December 11, 2009 and is to begin at 10 A.M. local time. The walk-through will be held at 1051 Eleventh Street, Las Vegas, New Mexico. The group will break off at approximately 10:30 A.M. and prospective bidders may tour the campus to view the trees. If prospective bidders have any questions or want to view specific trees with NMHU staff you are to return at 2:00 P.M. local time to the original location of 1051 Eleventh Street. Prospective bidders are required to attend at 10 A.M. but are not required to return at 2:00 P.M. Prospective sub-contractors are encouraged to attend, but are not required to attend. 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 thirty (30) calendar days after opening pending action by the Owner.

The award should be made by Monday, December 21, 2009 (assuming all documentation has been submitted to NMHU). The project is to be completed by Monday, January 11, 2010.

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.

A complete set of Bidding Documents may be secured by Bidders for a refundable deposit in the amount of twenty-five dollars (\$25.00). Deposits will be returned following receipt of the Bidding Documents, if they are in usable condition and within fifteen (15) calendar days of the bid opening.

The Bidding Documents may be checked out or examined at the following office:

New Mexico Highlands University
Purchasing Dept. conference room
903 University Avenue
Las Vegas, NM.
Monday through Friday from 8 AM to 12 noon and 1 PM to 5 PM local time.

Bidding Documents may also be examined at:

Builders News

NEW MEXICO HIGHLANDS UNIVERSITY
INVITATION FOR BID NUMBER: 901
DATE: MONDAY, DECEMBER 7, 2009
TITLE: TREE TRIMMING AND REMOVAL SERVICES

3435 Princeton NE
Albuquerque, NM

Construction Reporter
1609 Second NW
Albuquerque, NM

McGraw Hill Construction-Dodge Reports
1615 University Ave NE
Albuquerque, NM

Reed Construction Data
3351 Candelaria, Suite D, NE
Albuquerque, NM

If you have any questions you may contact Michael Saavedra at mjsaavedra@nmhu.edu or 505-454-3053;
or Mary Alice Ortiz at 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 the best interest of the Owner.

**SECTION III.
STATEMENT OF WORK**

New Mexico Highlands University ("NMHU"), located in Las Vegas, New Mexico is interested in contracting for the trimming of one-hundred seventy-five (175) trees and the removal of twenty-four (24) trees to increase the tree aesthetics and to spur the growth of the canopy. Trees designated to be trimmed or removed are presumed to be American Elm, Basswood, Blue Spruce, Box Elder, Catalpa, Cherry, Cottonwood, Elm, Elder, Juniper, Locust, Pinon Pine, Plum, Siberian Elm, Velvet Ash and Willow trees.

The trimming consists of the removal of dead wood, all low branches, suckers, and unsightly aspects of trees. The removal consists of cutting down the base of the stump to the existing ground level. All trees surrounded by artificial turf will require a ten (10) foot radius circle of turf to be removed around the stump. Black plastic landscape edging will be installed around the cut edge of the artificial turf and is to be filled with red landscape mulch. Contractor is to submit samples of the landscape mulch to owner for approval prior to installation.

Contractor is to mulch all wood up to six (6) inches in thickness. Mulching is to occur on-site and is to be delivered to specified locations on the NMHU main campus and/or NMHU golf course (200 Mills Avenue). Pieces of wood greater than six (6) inches in thickness may be salvaged by the Contractor.

Listed below are the presumed species of tree. The number preceding the species name and description corresponds to the number tagging each tree on the campus map that is available to prospective bidders. See **SECTION IV. ARTICLE II.** or instructions to obtain a copy of the campus map.

The descriptions below are from observations of NMHU staff and may be incomplete and/or missing. It is the responsibility of the prospective bidder to view the trees listed in this IFB. A mandatory walk-through will be held and is explained in greater detail in **SECTION IV. ARTICLE 1.**

For all trees listed below perform the trimming as required unless there is a description of services just to the right of the presumed species name. For those with a description in parenthesis complete the task as listed.

TAG	PRESUMED SPECIES	DESCRIPTION
1	Velvet ash	
2	Velvet ash	
3	Velvet ash	
4	Siberian elm	(shape, major dead wood to be removed)
5	Siberian elm	(some weight relief needed)
6	Siberian elm	
7	Siberian elm	
8	Siberian elm	
9	Siberian elm	
10	Siberian elm	
11	Siberian elm	(possible removal needed)
12	Siberian elm	
13	Siberian elm	
14	Siberian elm	

NEW MEXICO HIGHLANDS UNIVERSITY
INVITATION FOR BID NUMBER: 901
DATE: MONDAY, DECEMBER 7, 2009
TITLE: TREE TRIMMING AND REMOVAL SERVICES

- 15 Siberian elm
- 16 Willow (remove to stump)
- 17 Willow
- 18 Willow
- 19 Willow
- 20 Willow (remove to stump)
- 21 Willow
- 22 Willow
- 23 Siberian elm
- 24 Siberian elm
- 25 Siberian elm
- 26 Siberian elm
- 27 Siberian elm
- 28 Siberian elm
- 29 Siberian elm
- 30 Siberian elm
- 31 American elm
- 32 Velvet ash
- 33 Velvet ash
- 34 Box elder
- 35 Siberian elm
- 36 Siberian elm
- 37 Siberian elm
- 38 Siberian elm
- 39 Siberian elm
- 40 Siberian elm
- 41 Box elder
- 42 American elm
- 43 American elm
- 44 American elm
- 45 American elm
- 46 American elm
- 47 American elm
- 48 American elm
- 49 Siberian elm
- 50 Box elder
- 51 Box elder
- 52 Box elder
- 53 Box elder
- 54 Box elder
- 55 Box elder
- 56 Siberian elm
- 57 American elm
- 58 Ash
- 59 Willow
- 60 American elm
- 61 Locust

NEW MEXICO HIGHLANDS UNIVERSITY
INVITATION FOR BID NUMBER: 901
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TITLE: TREE TRIMMING AND REMOVAL SERVICES

- 62 American elm
- 63 American elm
- 64 Siberian elm
- 65 Siberian elm
- 66 American elm
- 67 Siberian elm
- 68 Siberian elm
- 69 Siberian elm
- 70 Siberian elm
- 71 Siberian elm
- 72 Siberian elm
- 73 Siberian elm
- 74 Siberian elm
- 75 Siberian elm (remove to stump)
- 76 Siberian elm (remove to stump)
- 77 Siberian elm (remove to stump)
- 78 Siberian elm
- 79 American elm
- 80 American elm (remove to stump)
- 81 American elm (remove to stump)
- 82 Siberian elm
- 83 American elm
- 84 Siberian elm
- 85 Siberian elm
- 86 Siberian elm (mulch)
- 87 Siberian elm (mulch)
- 88 Pinon pine (remove to stump)
- 89 Siberian elm (remove to stump)
- 90 Siberian elm
- 91 Siberian elm
- 92 Siberian elm (remove to stump)
- 93 Siberian elm
- 94 Siberian elm
- 95 Siberian elm
- 96 Siberian elm
- 97 Siberian elm
- 98 Siberian elm
- 99 Unknown
- 100 Unknown
- 101 Siberian elm
- 102 Siberian elm ash (mulch)
- 103 Siberian elm ash (mulch)
- 104 Siberian elm ash (mulch)
- 105 Siberian elm (mulch)
- 106 Siberian elm (mulch)
- 107 Siberian elm (mulch)
- 108 Siberian elm (mulch)

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TITLE: TREE TRIMMING AND REMOVAL SERVICES

- 109 Siberian elm (mulch)
- 110 Siberian elm (mulch)
- 111 Siberian elm (mulch)
- 112 Siberian elm
- 113 Siberian elm (remove to stump)
- 114 Siberian elm (remove to stump)
- 115 Siberian elm
- 116 Velvet ash (mulch)
- 117 Siberian elm (remove to stump)
- 118 Siberian elm (mulch)
- 119 Velvet ash (mulch)
- 120 Velvet ash (mulch)
- 121 Velvet ash (remove)
- 122 Siberian elm (mulch)
- 123 Velvet ash (mulch)
- 124 Velvet ash (mulch)
- 125 Velvet ash (mulch)
- 126 Velvet ash (mulch)
- 127 American elm (mulch)
- 128 Siberian elm (mulch)
- 129 Siberian elm (mulch)
- 130 Siberian elm (mulch)
- 131 Siberian elm (mulch)
- 132 Siberian elm (mulch)
- 133 Siberian elm (mulch)
- 134 American elm (mulch)
- 135 Locust (mulch)
- 136 Velvet ash
- 137 American elm (remove)
- 138 American elm (remove)
- 139 American elm (remove)
- 140 Basswood
- 141 Siberian elm
- 142 Siberian elm
- 143 Siberian elm
- 144 Siberian elm
- 145 Siberian elm
- 146 Siberian elm (mulch)
- 147 Siberian elm (mulch)
- 148 Siberian elm (mulch)
- 149 Siberian elm (mulch)
- 150 Siberian elm (mulch)
- 151 Siberian elm
- 152 Siberian elm
- 153 Blue spruce
- 154 Siberian elm
- 155 Siberian elm (remove)

NEW MEXICO HIGHLANDS UNIVERSITY
INVITATION FOR BID NUMBER: 901
DATE: MONDAY, DECEMBER 7, 2009
TITLE: TREE TRIMMING AND REMOVAL SERVICES

- 156 Box elder
- 157 Cottonwood
- 158 Cottonwood
- 159 Juniper
- 160 Unknown (mulch)
- 161 Unknown (mulch)
- 162 Unknown (mulch)
- 163 Unknown (mulch)
- 164 Unknown (mulch)
- 165 Unknown (mulch)
- 166 Unknown (mulch)
- 167 Unknown (mulch)
- 168 Unknown (mulch)
- 169 Unknown (mulch)
- 170 Unknown (mulch)
- 171 Unknown (mulch)
- 172 Unknown (mulch)
- 173 Unknown (mulch)
- 174 Unknown (mulch)
- 175 Unknown (mulch)
- 176 Unknown (mulch)
- 177 Unknown (mulch)
- 178 Unknown (mulch)
- 179 Unknown (mulch)
- 180 Unknown (mulch)
- 181 Unknown (mulch)
- 182 Unknown (mulch)
- 183 Unknown (mulch)
- 184 Unknown (mulch)
- 185 Unknown (mulch)
- 186 Unknown (mulch)
- 187 Unknown (mulch)
- 188 Unknown (mulch)
- 189 Unknown (mulch)
- 190 Unknown (mulch)
- 191 Unknown (mulch)
- 192 Unknown (mulch)
- 193 Unknown (mulch)
- 194 Catalpa
- 195 Ash (remove)
- 196 Box elder
- 197 Box elder
- 198 Siberian elm
- 199 Siberian elm

**SECTION IV.
GENERAL REQUIREMENTS**

ARTICLE 1 – MANDATORY WALK-THROUGH

A “mandatory” walk-through will be held on Friday, December 11, 2009 and is to begin at 10 A.M. local time. The walk-through will be held at 1051 Eleventh Street, Las Vegas, New Mexico. The group will break off at approximately 10:30 A.M. and prospective bidders may tour the campus to view the trees. If prospective bidders have any questions or want to view specific trees with NMHU staff you are to return at 2:00 P.M. local time to the original location of 1051 Eleventh Street. Prospective bidders are required to attend at 10 A.M. but are not required to return at 2:00 P.M. Prospective sub-contractors are encouraged to attend, but are not required to attend. Please be prepared to address any requested clarification or interpretation of the proposed contract documents.

ARTICLE 2 – BIDDING DOCUMENTS

A complete set of Bidding Documents may be secured by Bidders for a refundable deposit in the amount of twenty-five dollars (\$25.00). Deposits will be returned following receipt of the Bidding Documents, if they are in usable condition and within fifteen (15) calendar days of the bid opening.

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Albuquerque, NM

McGraw Hill Construction-Dodge Reports
1615 University Ave NE
Albuquerque, NM

Reed Construction Data
3351 Candelaria, Suite D, NE
Albuquerque, NM

ARTICLE 3 – COMPLETION DATE

The award should be made by Monday, December 21, 2009 (assuming all documentation has been submitted to NMHU). The project is to be completed by Monday, January 11, 2010.

ARTICLE 4 – 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 – NMGRT will be added to invoices if applicable).

ARTICLE 5 - PAYMENTS

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

ARTICLE 6 – CONTACTS

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

Contact Persons:

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 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 item(s).
4. **PRODUCT LITERATURE:** Provide a copy of the manufacturer catalog cuts, brochures, etc. for the items that you quote.
5. **ACKNOWLEDGMENT OF ADDENDA:** Contractor shall acknowledge receipt of any addendum to this IFB by identifying the addenda number and date in the space provided on the response form.
6. **CANCELLATION:** NMHU reserves the right to cancel without penalty, this IFB, 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 NMHU.
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 IFB. 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 IFB.
9. **FAXED AND EMAILED QUOTES:** Faxed and electronic submittals of bids will be accepted. Due date and time for faxed 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 the cover page. Quotes may be modified by fax and/or email notice, provided that the notice is received by the time and date specified for the closing. NMHU is not responsible for problems with transmittal, lost, or late bids.
10. **LATE SUBMISSIONS:** Late submissions of quotes will not be considered unless it is determined by NMHU that the late receipt was due solely to mishandling by NMHU after receipt by NMHU 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 NMHU will be considered at any time it is received.

12. **NUMBER FOR QUOTE CLARIFICATION:** The Contractor 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:** NMHU will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the lowest responsible Contractor.
14. **PERIOD FOR QUOTE ACCEPTANCE:** The Contractor 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 NMHU 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:** NMHU 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 NMHU.
17. **RESIDENTIAL/MANUFACTURERS PREFERENCE:** In evaluating quotes using State funds, residential and/or manufacturers preference of five-percent (5%) will be used in compliance with Section 13-1-21 and Section 13-1-22 (NMSA 1978). 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 NMHU. Returns shall only be made at the Contractors request and expense.
19. **TAXES:** NMHU 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 Contractor 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 BID DELIVERY:** All bids must be submitted in a SEALED envelope. Please write on the sealed envelope containing your bid the following:

"SEALED BID # 901 TO BE OPENED ON DECEMBER 17, 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

SHIP TO:

If via hand delivery:

New Mexico Highlands University
Attn: Purchasing Department-BID #901
903 University Avenue
Las Vegas, NM 87701

If via United States Postal Service:

New Mexico Highlands University
Attn: Purchasing Department-BID#901
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#901
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, missing, or late bids. It is the responsibility of the Contractor 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.

SECTION VI.
GENERAL TERMS AND CONDITIONS

SUBSECTION I. NMHU GENERAL TERMS AND CONDITIONS

1. **INSPECTION:** NMHU may inspect, at any reasonable time, any part of Contractor'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 NMHU's rights under this paragraph.
2. **WARRANTIES:** Contractor warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. 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 NMHU is entitled to revoke acceptance of them, NMHU may reject or revoke acceptance, require Contractor to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at NMHU's option, Contractor shall reimburse NMHU for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment, Contractor 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 NMHU. Except as to any payment due hereunder, this order is not assignable by Contractor without written approval of NMHU.
5. **CHANGES:** NMHU may make changes within the general scope of this order by giving notice to Contractor 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 Contractor shall be recognized without written approval of NMHU. Any claim of Contractor for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Contractor of notification of such change unless NMHU waives this condition. Nothing in this Paragraph shall excuse Contractor from proceeding with performance of the order as changed hereunder.
6. **TERMINATION AND DELAYS:** NMHU may be written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. NMHU shall pay Contractor 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 Contractor, as approved by NMHU, 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 Contractor's actual cost, and may not include anticipated profits.

NMHU may by written notice terminate this order in whole or in part for Contractor's default if Contractor 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, NMHU may otherwise secure the materials, supplies or services ordered, and Contractor shall be liable for damages suffered by NMHU thereby, including incidental and consequential damages.

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

The rights and remedies of NMHU 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 "Contractor" includes Contractor and his subcontractors/subsuppliers at any tier.

7. **AFFIRMATIVE ACTION:** Contractor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Contractor 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 NMHU on request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with NMHU his policies and practices relating to his affirmative action program.
8. **INDEMNIFICATION AND INSURANCE:** Contractor 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 Contractor, 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 NMHU. Contractor shall indemnify and hold harmless NMHU, 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.

Contractor 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 NMHU.

9. **PATENT AND COPYRIGHT INDEMNITY:** Contractor 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, Contractor shall indemnify and hold NMHU 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 NMHU'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 NMHU at the F.O.B. point specified subject to the right of NMHU to reject upon inspection. For any exception to the delivery date specified, Contractor shall give prior notification and obtain approval thereto from NMHU'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:

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Affirmative Action of Handicapped Workers 52.222-36

C. The following provisions of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$10,000:

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

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

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

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

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

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

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

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

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

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

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Patent Rights Clauses	When the subcontract or purchase order involves experimental research and development work applies to small business and non-profit organizations. applies to others.	52.227-11.12 52.227-11 52.227-12
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

NMHU reserves all administrative, contractual, and legal remedies against the contractor or Contractor 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 IFB 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 NEGOTIATION:** Contractors submitting quotes will not be afforded an opportunity for discussion and revision of quotes.
3. **CANCELLATION:** NMHU reserves the right to cancel, without penalty, this IFB, 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 NMHU.
4. **CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after the award can only be made if agreed to in writing by NMHU.
5. **CLEAN UP:** It is the Contractor'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.
6. **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 IFB. Contractor shall comply with the provisions of Section 10-16-12 (NMSA 1978) in disclosing such interests.
7. **DAMAGE AND SECURITY OF NMHU PROPERTY:** Contractor 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. Contractor shall save and keep harmless NMHU 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 Contractor's operations shall be repaired and/or restored to their original condition at the Contractor's expense, including but not limited to cleaning and painting.

The Contractor 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.
8. **DELIVERY DATE:** Delivery is an important consideration and is a factor in determining the award. If you cannot meet the delivery date stated in **SECTION IV. ARTICLE III.**, please state your earliest delivery date in your offer.

9. **DISRUPTION OF NORMAL ACTIVITY:** All work shall be performed so as not to interfere with normal NMHU activities. When it is necessary to disrupt normal activities, the schedule of work and the areas to be affected must be approved by NMHU's authorized representative prior to commencement of the work.
10. **EMPLOYEE CERTIFICATION:** The Contractor and all of the Contractor's employees utilized on the work to be performed under this IFB must have the proper certification(s) and license(s) to comply with State and local requirements connected to this IFB.

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

11. **EQUIPMENT REQUIRED:** The Contractor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this IFB except as otherwise noted in the Specifications.
12. **GOVERNING LAW:** This IFB and the resultant contract and/or purchase order will be interpreted and governed by the Laws of the State of New Mexico.
13. **INSPECTIONS:** The Contractor 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 IFB.

NMHU will inspect all work done under this IFB to verify compliance with specifications contained in this IFB.

14. **INSURANCE REQUIREMENTS:** The Contractor is required to carry insurance meeting the requirements **SECTION VIII. INSURANCE REQUIREMENTS** or as noted in the specifications. The Certificate of Insurance shall be mailed to the issuing buyer and shall reference this IFB of the face of the certificate.
15. **IFB TERMS PART OF CONTRACT:** This IFB along with its attachments will be part of the resultant contract and/or purchase order and is to be incorporated by reference.
16. **LICENSES/PERMITS/EASEMENTS:** The Contractor 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 IFB.
17. **NON-PERFORMANCE PENALTIES:** The Contractor agrees to pay NMHU an amount equal to fifty dollars (\$50.00) per day for each calendar day past the completion date specified in **SECTION IV. ARTICLE III**. NMHU may subtract this amount from any monies due to the Contractor.
18. **OSHA REGULATIONS:** The Contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and standards ANZI 133.3 and ANZI 300.1 and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this IFB. The Contractor shall defend, indemnify and hold NMHU 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.

19. **POTENTIAL COSTS-UNSPECIFIED:** The Contractor shall include in his bid all material and labor costs known to be required to complete the work under this IFB 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.
20. **SCHEDULE DELAYS:** If after the award, the Contractor becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule; the Contractor must immediately notify the buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Contractor of its contractual obligations; however, failure to notify NMHU promptly will be a basis for determining the Contractor responsibility in an otherwise excusable delay.
21. **SITE INSPECTION:** The site(s) referenced in this document are available for inspection as shown in **SECTION IV. ARTICLE 1.**
22. **SITE FAMILIARITY:** The Contractor shall be responsible for thoroughly inspecting the site and work to be done prior to submission of a bid. The Contractor 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 Contractor is to be fully informed regarding the requirements of this IFB will not constitute grounds for any claim, demand for adjustment or the withdrawal of a quote after the opening.
23. **STATE AND LOCAL ORDINANCES:** The Contractor 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 Contractor. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Contractor 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.
24. **STANDARD TERMS AND CONDITIONS:** New Mexico Highlands University's Standard Terms and Conditions are an equal and integral part of this IFB.
25. **WORKMANSHIP/COOPERATION:** All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The contractor will cooperate with NMHU and other contractors and coordinate their work involving other contractors through NMHU's authorized representative.

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**SECTION VIII.
 INSURANCE REQUIREMENTS**

CERTIFICATES OF INSURANCE:

The Contractor shall furnish NMHU 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 NMHU copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the NMHU. Such certificates shall be filed with the NMHU 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 \$200,000.

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	\$200,000. Each Occurrence \$200,000. Annual Aggregate
Property Damage Liability	\$200,000. Each Occurrence \$200,000. Annual Aggregate
	OR
Combined Single Limit Bodily Injury and Property Damage Liability	\$200,000. Each Occurrence \$200,000. 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 NMHU.

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 Contractor or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Regent's interest is less than one percent of the Contractor).

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

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

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

List below the name and social security number of any employee of the Contractor 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 Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency.
2. The Contractor 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 Contractor named below.

Signature: _____ Title: _____

Name Typed: _____ Date: _____

Company: _____ City: _____

Address: _____ State: _____ Zip: _____