

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

CONTRACTOR:

This is a REQUEST FOR PROPOSAL (RFP) between New Mexico Highlands University, to be referred to as "NMHU"; and the Contractor noted above, to be referred to as "Proposer".

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. QUOTATION INSTRUCTION
5. SECTION V. GENERAL TERMS & CONDITIONS
6. SECTION VI. SUPPLEMENTAL TERMS AND CONDITIONS
7. SECTION VII. LIST OF SUBCONTRACTORS
8. SECTION VIII. PRICING SCHEDULE
9. SECTION IX. INSURANCE REQUIREMENTS
10. SECTION X. SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM
11. SECTION XI. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

BID DUE DATE: MONDAY, JANUARY 11, 2010 AT 2:00 P.M.
MOUNTAIN STANDARD TIME

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

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

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

Signed:



NMHU Buyer

Michael Saavedra

Phone: (505) 454-3053

Fax: (505) 454-3109

Email: mjsaavedra@nmhu.edu

Authorized Proposer Representative:

Printed Name and Title

Signature

Proposer Telephone Number Proposer Telefax Number

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

**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 _____ Disadvantaged 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.

TELEPHONE NUMBER FOR OFFER CLARIFICATION:

Name: _____ Title _____
Telephone No. _____ Telefax No. _____

ACKNOWLEDGEMENT 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: _____

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

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Proposal with it's 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 _____
PROPOSER'S LICENSE NUMBER _____
PROPOSER'S CERTIFICATION NUMBER _____

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

**SECTION II.
ADVERTISEMENT**

**NEW MEXICO HIGHLANDS UNIVERSITY
REQUEST FOR PROPOSAL #897**

New Mexico Highlands University (NMHU) will accept sealed proposals to perform the NATATORIUM RENOVATION on or before January 11, 2010 at 2:00 P.M. local time. Proposals are to be received by the NMHU Purchasing Department. Proposals received after that time will not be accepted.

A non-mandatory walk-through will be held on Friday, December 18, 2009 at 2 P.M. local time. The walk-through will be held at the Natatorium site which is located in Las Vegas, New Mexico. Please be prepared to address any requested clarification or interpretation of the proposed contract documents.

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

The Contract term is to commence on the date the Notice to Proceed has been given and Substantial Completion of the entire Work shall be no later than one hundred sixty-five (165) days from the date the Notice to Proceed has been given.

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

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

Contract Documents may be obtained upon the deposit of the sum of \$200.00 for each set of documents. General contractors will be allowed a maximum of (3) three sets; major subcontractors, one (1) set. Only complete sets will be issued for purpose of obtaining proposals. No license or grant for any other use is intended.

Checks are to be made payable SOLEIL WEST. Any bona fide bidder returning the documents in good condition within fifteen (15) days following the proposal submittal date will be returned this deposit.

The Proposal Documents will be distributed by Soleil West

Soleil West
11930 Menaul NE, Suite 109
Albuquerque, NM 87112
505.293-1477
fax 505.237-8314

The Proposal Documents may be examined at the following offices:

Design Professional:
Soleil West
11930 Menaul NE Suite 109
Albuquerque, NM 87112
505. 293-1477
fax 505 237-8314

Also at the following:
Builder's News
3435 Princeton NE
Albuquerque, NM 87102
505.884.1752
fax 505.884.1627

Construction Reporter
1609 Second NW
Albuquerque, NM 87107
505.243.9793
fax 505.242.4758

McGraw Hill Construction - Dodge Co.
1615 University Blvd. NE
Albuquerque, NM 87102
505.243.2817
fax 505.842.0231

Owner:
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.

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.

NMHU reserves the right to waive irregularities and/or reject any or all proposals and/or award the project in the best interest of the Owner. No proposer may withdraw his/her proposal for 45 days after the actual date of the opening.

For a copy of the proposal documents 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 proposals and/or make an award(s) in its best interest.

**SECTION III.
STATEMENT OF WORK**

ARTICLE 1 – BACKGROUND : renovation of the existing Natatorium Building at New Mexico Highlands University. Work includes but is not limited to new HVAC, electrical upgrades, fire sprinklers, new toilets, roofing, doors, windows, ceramic tile, painting, and gypsum board.

ARTICLE 2 – WALK-THROUGH

A non-mandatory walk-through will be held on December 18, at 2:00 p.m. local time at the Natatorium. The Natatorium building is located at 908 Baca Avenue in Las Vegas, NM 87701

ARTICLE 3 – LICENSES AND REGISTRATIONS

At the time of the proposal opening, Proposer must have a valid State of New Mexico Contractor's License. List your Contractor's License number(s): _____ .

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

_____ .

ARTICLE 4 – REQUIRED INFORMATION TO BE INCLUDED IN THE PROPOSAL

- A. Past Performance
- B. Sustainability Compliance
- C. Prime Contractor and Sub-Contractor (Mechanical, Electrical, Structural, Fire Suppression System) statement of qualifications

For further explanation of each item refer to **SECTION IV. QUOTATION INSTRUCTIONS.**

ARTICLE 5 – PRICING (TO BE PLACED IN A SEPARATE SEALED ENVELOPE)

Must be provided in the format and on SECTION VIII, PRICING SCHEDULE.

ARTICLE 6 – STATE OF NEW MEXICO WAGE RATES

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

labor rates resulting from this RFP.

ARTICLE 7 – INVOICING AND PAYMENTS

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

ARTICLE 8 – PROPOSAL DUE DATE

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

"SEALED PROPOSAL #897 TO BE OPENED ON JANUARY 11, 2010 AT 2:00 PM"

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

DELIVERY TO:

If via hand delivery:

New Mexico Highlands University
Attn: Purchasing Department-RFP #897
903 University Avenue
Las Vegas, NM 87701

If via United States Postal Service:

New Mexico Highlands University
Attn: Purchasing Department-RFP #897
P.O. Box 9000
Las Vegas, NM 87701

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

New Mexico Highlands University
Attn: Purchasing Department-RFP #897
1005 Diamond Avenue
Las Vegas, NM 87701

If via electronic submittal:

mjsaavedra@nmhu.edu

If via telefax:

505-454-3109

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

ARTICLE 9 - HOURS OF OPERATION

The hours of service and/or delivery shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall not include any NMHU holidays as defined below:

Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day After Thanksgiving Day; and Christmas and New Year's break. The specific days off during the Christmas Season will be announced annually.

ARTICLE 10 - CONTACTS

Greg Martinez and Michael Saavedra have been designated as the contact persons for this Request for Proposal (RFP). No Proposer may contact any University employee, officer or member of the Board of Regents other than Mr. Martinez and Mr. Saavedra regarding this RFP through the date of the award of contract. Any Proposer who makes such unauthorized contact shall be deemed to have violated the terms and conditions of this RFP and that person's proposal may be rejected as a result.

Contact Persons:

Name, Title Marisol Greene
Department Facilities Services
Phone: 505-454-3499
Email address: mgreene@nmhu.edu

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

**SECTION IV.
QUOTATION INSTRUCTIONS**

1. If you are unable to furnish a proposal, please so indicate on the request form and return it.
2. Execute a copy of the RFP cover page and the Proposer Representations/Certifications form and return them with your response. Your signature indicates your acceptance of all terms and conditions specified in the RFP. Any objection to terms must be made with your response with supporting reasons therefore. Proposer's printed terms and conditions of sale shall not be considered specific exceptions. Retain for your records the balance of the forms in the RFP package.
3. Clarifications of proposal procedures may be made by contacting:
Michael Saavedra, Purchasing Department
903 University Street
Las Vegas, New Mexico 87701
(505)454-3053
Fax (505)454-3109

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

4. **EVALUATION CRITERIA**

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

<u>Description</u>	<u>Weight</u>
1. Past Performance - Evaluate experience of the General Contractor and subcontractors on projects of similar scope and nature. Target and actual budgets, schedule, client satisfaction, safety, compliance with local laws and regulations.	20%
2. Sustainability Compliance - Evaluate primary contractor's ability to deliver a sustainable building as described by the USGBC to LEED silver minimum.	10%
3. Prime Contractor and Sub-Contractor (Mechanical, Electrical, Structural, Fire Suppression System) statement of qualifications – Overall technical and organizational capability including management team. Staff, technical approach to project and safety programs. Show an ability to work within limitations to site, access, and pedestrian traffic. Provide documentation supporting the firm's ability to complete this	15%

project on schedule and on budget. Describe any project scheduling software used to manage projects and communication. Evaluate business licensing history and the ability to warrant installations. Evaluate long-term availability in construction practices and contracts.

- | | | |
|----|---|-----|
| 3. | Price Proposal (PROVIDE IN A SEPARATE SEALED ENVELOPE) - Based on requirements set forth in plans and specifications. List any value engineering opportunities for this project. Use Exhibit A. | 55% |
|----|---|-----|

Total		100%
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5. **DURATION:** Dealer shall stipulate in writing that information contained in all material submitted is valid and will remain so for at least sixty (60) days after the final due date of this RFP.
6. **ACKNOWLEDGEMENT OF ADDENDA:** Proposer shall acknowledge receipt of any addendum to this Request by identifying the addenda number and date in the space provided on the response form.
7. **CANCELLATION:** NMHU reserves the right to cancel without penalty, this Request, resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds or any other reason which is in the best interest of NMHU.
8. **CLARIFICATIONS:** Any clarification of instructions, terms and conditions, insurance, bonds, or quote preparation shall be made only by the Buyer shown on the cover sheet of this Invitation. Clarifications must be in writing as an addenda to be considered as part of this Request.
9. **ELECTRONIC AND FAXED DELIVERY:** Electronic and faxed proposals will be accepted and are to be sent to the Buyer listed on the cover sheet. Due date and time for faxed and electronic proposals will be the same as for submittal of hardcopies and are to be sent to the Buyer listed at the bottom of the cover sheet. NMHU is not responsible for problems with transmittal, lost, or late proposals.
10. **FOUR COPIES OF OFFER:** Please submit FOUR (4) copies of your offer and all supporting documents. Failure to submit four copies may result in your offer being considered non-responsive.
11. **LATE SUBMISSIONS:** Late submissions of offers 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 offer is the only offer received. All other late submissions will be returned unopened.
12. **MODIFICATIONS:** Only modifications to offers 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 an otherwise successful offer that makes its terms more favorable to NMHU will be considered at any time it is received.

13. **NUMBER FOR OFFER CLARIFICATION:** The Proposer should include a local or toll-free number for

quote clarifications. Failure to do so may result in the offer being classified as non-responsive.

14. **PUBLIC INFORMATION:** All information, except that classified as confidential, will become public information at the time that the offer is opened. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.
15. **REJECTION OF OFFERS:** NMHU reserves the right to award offers based on price and any other evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interest of NMHU.
16. **SUBMISSION OF DRAWINGS/LITERATURE:** The submission of samples, drawings and literature to be used in the evaluation of the offer, must be made by the closing date and time to be considered. All submissions shall be made at no expense to NMHU. Returns shall only be made at the Proposers request and expense.
17. **TAXES:** NMHU is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on materials, except construction materials used by a Proposer. Services are not exempt. Taxes on services should be included as a separate line item and not included in your base price offer. Applicable taxes are excluded from the Proposal evaluation. A non-taxable transaction certificate will be provided upon request.
18. **WITHDRAWAL OF OFFERS:** Offers may be withdrawn by written notice, telegram or in person by a Proposer or an authorized representative any time prior to the award. Offers requiring bid security will result in forfeiture of the security if the offer is withdrawn following the opening.

**SECTION V.
GENERAL TERMS AND CONDITIONS**

SUBSECTION I. NMHU GENERAL TERMS AND CONDITIONS

1. **INSPECTION:** NMHU 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 NMHU'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 NMHU is entitled to revoke acceptance of them, NMHU 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 NMHU's option, Seller shall reimburse NMHU 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 NMHU. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of the NMHU.
5. **CHANGES:** NMHU 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 by NMHU. 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 NMHU waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
6. **TERMINATION AND DELAYS:** NMHU may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. NMHU 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 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 Seller's actual cost, and may not include anticipated profits.

NMHU 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, NMHU may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by NMHU

thereby, including incidental and consequential damages.

If after notice of termination, NMHU determines Seller was not in default, or if Seller'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 "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 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:** 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 NMHU. Seller 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 alleged 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 NMHU.
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 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, Seller 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:

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

Affirmative Action for Special Disabled and Vietnam Era Veterans	52.222-35
Audit- Negotiations	52.215-2
Employment Reports on Special Disabled Veterans and Veterans of	52.222-37

the Vietnam Era

- * 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
applies to others.
- Rights in Technical Data and Computer Software When subcontract includes technical data or software 52.227-7013

Required Sources for Jewel Bearings	acquisition requirements (DOD only) 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 Proposer 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 VI.
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 Avenue
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 offer following the opening but prior to the award, may be retained by NMHU.

BRAND NAME: The brand name(s), part and/or catalog number(s) are used to establish a level of quality and to describe the item(s) required. If offering a brand, part or catalog number other than the listed, please indicate items offered and include literature and/or technical specifications. Failure to do so may cause offer to be declared non-responsive.

BRAND NAME: Brand Name restrictions apply to this Request and alternate brands will not be considered.

CANCELLATION: NMHU reserves the right to cancel, without penalty, this Request, the resultant contract or any portion thereof for unsatisfactory performance, cancellation of the project or unavailability of funds or any other reason which is in the best interest of NMHU.

CHANGES/ALTERATIONS AFTER AWARD: Changes or alterations after the award can only be made if agreed to in writing by NMHU.

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 Proposer's equipment, excess materials and rubble.

CONFLICT OF INTEREST: Proposer 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. Proposer shall comply with the provisions of Section 10-16-12, NMSA, 1978 in disclosing such interests.

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 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 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.

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.

EMPLOYEE CERTIFICATION: The vendor and all vendor's employees utilized on the work to be performed under this Invitation must have the proper certification(s) and license(s) to comply with State and local requirements connected to this Request.

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

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

GOVERNING LAW: This Request and the resultant contract and/or purchase order will be interpreted and governed by the Laws of the State of New Mexico.

INSPECTIONS: The vendor shall be responsible for securing at his expense, all required inspections to comply with Federal, State and/or local regulations governing the work performed under this Request.

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

INSURANCE REQUIREMENTS: The vendor is required to carry insurance meeting the requirements in the **SECTION 00800, INSURANCE REQUIREMENTS** or as noted in the specifications. The Certificate of Insurance shall be mailed to the issuing buyer and shall reference this Request on the face of the certificate.

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 RFP.

NEW MATERIALS REQUIRED: All materials and equipment delivered and/or installed under this Request shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to NMHU's authorized representative.

LIQUIDATED DAMAGES: The Proposer agrees to pay NMHU an amount equal to \$250.00 per day for each calendar day past the completion date specified in this contract that completion or delivery is delayed. NMHU may subtract this amount from any monies due to the vendor.

OSHA REGULATIONS: The vendor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this Request. The vendor shall defend, indemnify and hold 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.

PERFORMANCE AND PAYMENT BOND: A performance and payment bond in the amount of one-hundred percent (100%) of the contract cost is required. The bonds must be executed by the Proposer and a surety company authorized to do business in New Mexico or other suitable sureties approved by the State Board of Finance. The performance and payment bonds must be received by the buyer issuing the award within fourteen (14) calendar days of the award and must reference this RFP Number on the face of the document. These bonds shall be submitted in accordance with Section 13-4-18 NMSA, 1978.

POTENTIAL COSTS-UNSPECIFIED: The vendor shall include in his offer all material and labor costs known to be required to complete the work under this Request including any materials, labor or other costs that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the price proposal.

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

REPLACEMENT PARTS: The quality of all replacement parts shall be equal or greater than the quality of the original parts being replaced. All replacement parts shall be new unless otherwise agreed in writing.

REQUEST TERMS PART OF CONTRACT: This Request along with its attachments will be considered to be part of the resultant contract and/or purchase order and is being incorporated by reference.

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 NMHU promptly will be a basis for determining the vendor responsibility in an otherwise excusable delay.

SITE INSPECTION: The site(s) referenced in this document are available for inspection as shown on the cover sheet.

SITE INSPECTION: The site(s) referenced in this document are available for inspection during the walk-through as listed in **SECTION III, ARTICLE 2 – WALK THROUGH.**

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 of the vendor is to be fully informed regarding the requirements of this Request will not constitute grounds for any claim, demand for adjustment or the withdrawal of a quote after the opening.

START UP SCHEDULE: The vendor shall be available to begin work within 7 days of notification to begin and complete the work within the time frame stated in the quote. The individual with the authority to schedule the work will be designated by NMHU.

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.

STANDARD TERMS AND CONDITIONS: New Mexico Highlands University's Standard Terms and Conditions are an equal and integral part of this Request.

SUBCONTRACTORS: Any work subcontracted by the vendor shall require the prior written approval of the subcontractor by NMHU and must comply with sections 13-4-31 thru 13-4-42 (NMSA 1978).

VENDOR GUARANTEE: The vendor shall guarantee all materials, equipment and workmanship furnished and/or installed under this Request to be free of defects and shall agree to replace solely at his expense, any and all defective equipment, parts, etc. within a one (1) year period after the date of acceptance of the items and/or installation by NMHU, unless otherwise agreed to in writing at time of the award.

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

WAGE RATES: This project is to comply with the Public Works Minimum Wage Act, sections 13-4-11 thru 14-4-17, (NMSA 1978). Minimum wages will be supplied at time of award and if not included with the bidding documents prior to award they may be obtained from the Labor and Industrial Commission, 1596 Pacheco Street, Santa Fe, NM 87501.

WARRANTY: Please state the warranty for equipment to be supplied under this Request. A copy of the warranty should be included in your submission.

WORKMANSHIP/COOPERATION: All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The Proposer will cooperate with NMHU and other Proposers and coordinate their work involving other Proposers through NMHU's authorized representative.

**SECTION VII.
LIST OF SUBCONTRACTORS**

Listing Threshold for this IFB: **\$5,000** (at least ½ of 1% of estimate)

The following subcontractors, sub-subcontractors, will work on and/or furnish material on the construction of the above named project if my Proposal 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 Proposal as non-responsive and will result in the disqualification of the Proposal.

1. Do not list material suppliers.
2. With failure to list a subcontractor, the general contractor represents that he is duly 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

CONCRETE 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

CERAMIC TILE

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

FIRE SPRINKLERS

name
address

ENVIRONMENTAL CLEAN UP

name
address

For other items not listed above list them below. Attach additional sheets if necessary.

name
address

name
address

name
address

name
address

_____ **EXHIBIT A.**

**SECTION VIII.
PRICING PROPOSAL
(SUBMIT SEPERATELY IN A SEALED ENVELOPE)**

BASE BID:

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).

ALTERNATE #1: (LANDSCAPE WALL) the labor and material cost including all overhead and mark-up for the installation of the Landscape Wall as shown on the drawings, but excluding gross receipts tax:

_____ (Dollars)

(S) _____ if accepted, shall be added to the base bid amount.

ALTERNATE #2: (BOX LOCKERS) the labor and material cost including all overhead and mark-up for the installation of the Box Lockers as shown on the drawings, but excluding gross receipts tax:

_____ (Dollars)

(S) _____ if accepted, shall be added to the base bid amount.

**SECTION IX.
INSURANCE REQUIREMENTS**

CERTIFICATES OF INSURANCE:

The Proposer 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 Proposer. The Proposer 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 Proposer 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 Proposer's employees to be engaged at the site of the project under this project and in case of any such work sublet, the Proposer 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 Proposer'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 Proposer shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than \$500,000.

PROPOSER'S PUBLIC LIABILITY INSURANCE

The Proposer 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	\$500,000. Each Occurrence \$500,000. Annual Aggregate
Property Damage Liability	\$500,000. Each Occurrence \$500,000. Annual Aggregate OR
Combined Single Limit Bodily Injury and Property Damage Liability	\$500,000. Each Occurrence \$500,000. Annual Aggregate

PROPOSER'S VEHICLE LIABILITY INSURANCE

The Proposer 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	\$500,000. Each Occurrence
Property Damage Liability	\$500,000. Each Occurrence

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

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

**SECTION X.
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: _____

SECTION XI.
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Proposer must disclose whether they, a family member or a representative of the prospective Proposer has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Proposer submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Proposer signs the contract, if the aggregate total of contributions given by the prospective Proposer, a family member or a representative of the prospective Proposer to the public official exceeds two-hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective Proposer, a family member of the prospective Proposer, or a representative of the prospective Proposer gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective Proposer fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE COMPLETED BY ANY PROSPECTIVE PROPOSER WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective Proposer is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Proposer: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

SIGNATURE

TITLE

DATE