

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/Proposer noted above, to be referred to as "Proposer". This Request for Proposal number 892 will be referred to as "RFP".

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. INSURANCE REQUIREMENTS
8. SECTION VIII. SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM
9. SECTION IX. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

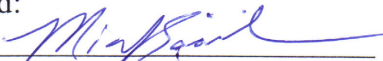
BID DUE DATE: TUESDAY, FEBRUARY 23, 2010 AT
2:00 P.M. MOUNTAIN STANDARD TIME

NMHU is not responsible for problems with transmittal of proposals 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 RFP. Acceptance of the terms and conditions of this RFP is required.

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 # 892**

New Mexico Highlands University (NMHU) will accept sealed proposals to establish contracts for PROFESSIONAL SERVICES FOR EFFLUENT WATER USE AND WATER RIGHTS on or before Tuesday, February 23, 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. The opening of the proposals is not open to the public.

NMHU is requesting the services to sample, test, and report on the effluent discharge, nutrient content of soils, well water quality and related services at its golf course, as required by the State of New Mexico Environment Department. NMHU currently holds a valid effluent water discharge permit. Also to provide services to assist NMHU in its effort to establish water rights and to continue to comply with current laws and regulations relating to its water rights.

Proposers shall comply with the New Mexico Procurement Code and in accordance with Federal, State and local laws.

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

NMHU, located in Las Vegas, New Mexico, is seeking to establish contracts for professional services to perform required tasks, testing, and reporting for its effluent water discharge permit on its golf course and surface & ground water rights. The services for the effluent water discharge will be BID LOT #1. BID LOT #1 is to be a fixed fee and will be for a period of one (1) year from the date of award with options to renew, upon mutual agreement, in one (1) year increments for up to three (3) additional years. The surface & ground water rights requirements will be BID LOT #2. The level of services required under BID LOT #2 are not easily quantifiable at this time, thus BID LOT #2 will not be a fixed fee. BID LOT #2 will request the proposer's best labor, equipment & expenses, travel, per diem, and overhead & profit rates. Proposer under BID LOT #2 will charge NMHU on an hourly basis for labor, actual expenses for non-labor services, and overhead & profit rate. BID LOT #2 will be for a period of one (1) year from the date of award with options to renew, upon mutual agreement, in one (1) year increments for up to three (3) additional years. NMHU reserves the right to award BID LOTs #1 and #2 to different proposers.

For the rating criterion refer to **ARTICLE 3** of this section and for the weighted values refer to **SECTION IV. number 4** of this RFP.

BID LOT #1 requires professional services to sample, test, and report on the effluent discharge, nutrient content of soils, well water quality and related services at its golf course, as required by the State of New Mexico Environment Department (NMED). NMHU currently holds a valid effluent water discharge permit through February 26, 2013. The maximum daily usage is 500,000 gallons. This work will be covered under the RFP's BID LOT #1. BID LOT #1 will also require an hourly fee schedule of Proposer's hourly labor rates. For equipment & expenses, travel, per diem, and overhead & profit rates required to complete additional related services not included within the scope of work NMHU will pay for these expenses at cost to the Proposer plus a percentage. Proposer is to provide the percentage of markup to be applied to all additional expenses required for services in addition to the fixed fee.

BID LOT #2 of this RFP is for professional services required to continue and establish NMHU's surface & ground water rights and related services as required by the State of New Mexico Engineer Office (NMEO) and all other state of New Mexico agencies. Services for the surface & ground water rights may include re-location, transfer, usage, research, report preparation, permit application, water quality-testing, volume-usage verification, adjudication, testing, and other related activities. BID LOT #2 may also include the following tasks for its existing and future wells and water rights: design, drilling bid documentation, drilling oversight, drilling report preparation, exploratory testing, drilling applications, pumping testing, drilling geological analysis & reports, well production, water quality testing, well inspection, and other related activities.

This RFP will also require an hourly fee schedule of Proposer's staff required to complete additional related services not included within the scope of work.

ARTICLE 2 - SCOPE

BID LOT #1

Definitions:

CI = chloride

NMED = New Mexico Environment Department

NMHU = New Mexico Highlands University

NO₃-N = nitrate-nitrogen

TKN = total Kjeldahl nitrogen

TDS = total dissolved solids

Wastewater = effluent water

TRANSFER LINE AND ONE SYNTHETICALLY LINED LAGOON

Basic Information-Storage lagoon of effluent water. Lagoon is synthetically lined and a capacity of three point one (3.1) million gallons. Total Dissolved Solids (TDS): 540 mg/L.

- 1.) Contractor is to analyze treated wastewater sample from the transfer line to the synthetically lined lagoon for NO₃-N, TKN, TDS, CI. Contractor to submit to NMED the analytical results (laboratory reports) before every 1st of January, April, July, and October.
- 2.) Record meter readings of wastewater transfer volume from WWTP to NMHU golf course lagoon. Meter readings and transfer volumes are to be recorded by the NMHU staff. Meter readings and transfer logs will be handed over to Contractor. Contractor to submit to NMED the compiled data before every 1st of January, April, July, and October.
- 3.) Record meter readings and calculate discharge volumes from the synthetically lined lagoon to the land application area. Meter readings and transfer volumes are to be recorded by the NMHU staff. Meter readings and transfer logs will be handed over to Contractor. Contractor to submit to NMED the compiled data before every 1st of January, April, July, and October.
- 4.) NMHU staff to perform inspections of lagoons and berms. NMHU to maintain a log of inspection findings and repairs made. To be performed monthly and after rain events. Log to be kept on-site in notebook prepared by Contractor.
- 5.) NMHU to be responsible for inspection of backflow prevention methodology. To be performed annually and log to be kept on-site in notebook prepared by Contractor.

FOUR MONITORING WELLS

- 1.) Contractor is to measure depth to water and analyze ground water samples from NMHU's four (4) monitoring wells for NO₃-N, TKN, TDS, CI. Contractor to submit to NMED the measurements and analytical results (laboratory results) before every 1st of January, April, July, and October.

LAND APPLICATION

Basic Information-Nine hole course with approximately fifty-six (56) acres of fairways and greens. Depth to ground water is approximately seven to ten (7-10) feet.

- 1.) Contractor is to complete the required sampling and testing for submittal of the New Mexico Environment Department's Land Application Data Sheets. Contractor to monitor quarterly and submit to NMED the

- measurements and analytical results (laboratory results) before every 1st of January and July.
- 2.) NMHU staff to log applications of chemical fertilizers, as needed. NMHU staff to submit log to contractor. Contractor to submit to NMED report before every 1st of January and July.
 - 3.) Contractor to collect and analyze soil samples from the golf course for TKN and NO₃-N. Contractor to submit to NMED analytical results (laboratory reports) and a map showing sampling locations. To be submitted before the 1st of every July.
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BID LOT #2

SURFACE AND GROUND WATER RIGHTS

- 1.) Contractor is to continue and establish NMHU's surface & ground water rights as required by the State of New Mexico Engineer Office (NMEO) and all other state of New Mexico agencies. Services to include: re-location, transfer, usage, research, report preparation, permit application, water quality-testing, volume-usage verification, adjudication, testing, and other related activities.

WELLS

- 1.) Contractor is to perform design, testing, and reporting services for NMHU's wells as required by the State of New Mexico Engineer Office (NMEO) and all other state of New Mexico agencies. Contractor is to complete the following tasks for its existing and future wells: design, drilling bid documentation, drilling oversight, drilling report preparation, exploratory testing, drilling applications, pumping testing, drilling geological analysis & reports, well production, water quality testing, well inspection, and other related activities.
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ARTICLE 3 - AWARD CRITERION

- 1.) Customer References (**both BID LOTS**): Proposer shall submit three (3) references of academic and/or corporate customer sites including the name of the contact person, address, and telephone number for reference. References shall include the types of services provided and the length of time your firm provided them to the customer. NMHU shall make such investigations of references given and any others as deemed necessary to determine the ability of the Proposer to perform services as promised. The Proposer shall furnish NMHU all such information and data for this purpose as NMHU may request. NMHU reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy NMHU that such Proposer is qualified to carry out the Contract obligations.
- 2.) Qualifications (**both BID LOTS**): For the key employees you expect will work on the services as required by this RFP, state their overall technical and organizational capabilities. List their years of experience with projects related to the requirements of this RFP. Explain your firm's ability to work within limitations to site and access. Provide documentation supporting the firm's ability to compile, prepare and submit project reports.
- 3.) Number of Years Performing Related Services (**both BID LOTS**)

- 4.) Experience in San Miguel County Basins (**both BID LOTS**): Past experiences in performing related services in the basins.
- 5.) Experience with NMHU (**both BID LOTS**): Familiarity with the NMHU golf course.
- 6.)
 - a. Experience with NM Environment Department (**BID LOT #1 only**): Past experiences with the required actions, testing, monitoring and reporting for Effluent Discharge Permits. Proposer is to provide information showing their past experience with and their ability to accurately complete and submit required reports on a timely basis to the NMED.
 - b. Experience with NM Engineer's Office (**BID LOT #2 only**): Past experiences with the required actions, testing, monitoring and reporting for water rights. Proposer is to provide information showing their past experience with and their ability to accurately complete and submit required reports on a timely basis to the NMEO.
- 7.) Pricing – Fixed Fee (**BID LOT #1 only**): Fixed fee pricing for all services required for one (1) calendar year. See **ARTICLE 4 – PRICING** of this section for instructions.
- 8.) Pricing – Hourly Schedule (**both BID LOTS**): Hourly rates for additional related services beyond the services listed in this RFP. See **ARTICLE 4 – PRICING** of this section for instructions.
- 9.) Pricing – Percentage mark-up (**both BID LOTS**): All additional non-labor expenses required to perform services as required in this RFP's "SCOPE OF WORK" will be charged at cost of Proposer plus a percentage. Additional expenses include, but are not limited to, the following: testing fees, travel, per diem, filing and permit fees, and delivery fees.

Proposer may submit their responses on a maximum of twenty (20) one-sided pages. The following will not be counted against Proposer's twenty (20) page limit: Cover Sheet, SECTION I. CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS FORM, SECTION VIII. SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM, SECTION IX. CAMPAIGN CONTRIBUTION DISCLOSURE FORM and Proposer's Certificate of Liability Insurance documents.

ARTICLE 4 – PRICING

Pricing for the BID LOTs will differ slightly. BID LOT #1 is primarily a fixed fee request, whereas BID LOT #2 is primarily a fixed fee request. Carefully read and respond to the requirements of the BID LOT(s) you are responding to.

BID LOT #1 (REQUIRED)

1. **FIXED FEE** – Amount NMHU will pay for the services required for the period of time specified in this RFP's "SCOPE OF WORK". List without New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to invoices in accordance with State of New Mexico Taxation and Revenue Services regulations.

2. **HOURLY LABOR SCHEDULE** – For services beyond scope of work included in “FIXED FEE” portion. Provide a separate sheet listing labor classifications and total hourly wage to be charged by Proposer.
3. **PERCENTAGE MARK-UP(OVERHEAD & PROFIT)** – All additional expenses required to perform services beyond those required in the “FIXED FEE” portion will be charged at cost to Proposer plus a percentage. List only the percentage mark-up. Additional expenses include, but are not limited to, the following: testing fees, travel, per diem, filing and permit fees, and delivery fees.

BID LOT #2 (REQUIRED)

1. **HOURLY LABOR SCHEDULE** – For services as required for BID LOT #2 of this RFP’s “SCOPE OF WORK”. Provide a separate sheet listing labor classifications and total hourly wage to be charged by Proposer.
2. **PERCENTAGE MARK-UP(OVERHEAD & PROFIT)** – All additional non-labor expenses required to perform services as required in this RFP’s “SCOPE OF WORK” will be charged at cost to Proposer plus a percentage for mark-up. List only the percentage mark-up. Additional expenses include, but are not limited to, the following: testing fees, travel, per diem, filing and permit fees, and delivery fees.

Point awards for price and percentage mark-up will be assigned by using a mathematical formula to compare the lowest responsive price proposal submittal against each responsive submittal. The formula uses the lowest responsive price amount as the numerator and each subsequent price proposal amount as the denominator. The resultant factor is then applied to the total possible point number. The resultant number becomes the point award. For labor hourly rates if a comparison cannot be made for each labor classification points will not be awarded for that classification.

For example:

Proposer A = \$22.00 per hour

Proposer B = \$24.10 per hour

Possible Point Award = 20 points

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

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

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

subcategories cannot be compared with all other proposer's pricing schedules that pricing subcategory will not be counted.

Proposer may make a request to NMHU to adjust the pricing. NMHU may negotiate the pricing of the price adjustment request with Proposer and may request supporting documentation for the price adjustment request. If NMHU and Proposer cannot agree to the price adjustment request an extension may be made in accordance with the same pricing of the last extension or from the initial award or no extension will be granted.

ARTICLE 5 – INVOICING AND PAYMENTS

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 6 - PERIOD OF PERFORMANCE AND OPTION TO RENEW

The contract term shall run for a period of one (1) year from the effective date of the Contract. NMHU reserves the option to renew the resultant contract for a period of up to three (3) additional years if such renewal is mutually agreed to and found to be in the best interests of NMHU. These renewal options will be exercised in one (1) year terms. Upon NMHU's request, the Proposer shall provide NMHU, at least thirty (30) days prior to the expiration of the contract, a price quote for the upcoming one (1) year term along with supporting price justification for any price increases.

ARTICLE 7 – 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 #892 TO BE OPENED ON
TUESDAY, FEBRUARY 23, 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 #892
903 University Avenue
Las Vegas, NM 87701

If via United States Postal Service:

New Mexico Highlands University
Attn: Purchasing Department-RFP #892

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 #892
1005 Diamond Avenue
Las Vegas, NM 87701

Revisions if via electronic submittal:

mjsaavedra@nmhu.edu

Revisions 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 8 - 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 9 - CONTACTS

Marisol Greene 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 Mrs. Greene 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
 Phone: (505) 454-3053
 Fax: (505) 454-3109

Any explanation desired by a 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. BID LOT #1 and BID LOT #2 will be rated on different criterion and given different weighted values.

BID LOT #1

<u>Description</u>	<u>Weight</u>
1.) Customer References	10%
2.) Qualifications	10%
3.) Number of Years Performing Related Services	15%
4.) Experience in Performing Related Services in San Miguel County Basins.	10%
5.) Experience with NMHU	10%
6.) Experience with NMED Requirements for Effluent Discharge	15%
7.) Pricing	
a. Fixed Fee	20%
b. Hourly Labor Schedule	5%
c. Percentage Mark-Up	<u>5%</u>
Total	100%

BID LOT #2

<u>Description</u>	<u>Weight</u>
1.) Customer References	5%
2.) Qualifications	15%
3.) Number of Years Performing Related Services	15%
4.) Experience in Performing Related Services in San Miguel County Basins.	10%
5.) Experience with NMHU	10%
6.) Experience with NMED Requirements for Effluent Discharge	15%
7.) Pricing	
a. Hourly Labor Schedule	20%
b. Percentage Mark-Up	<u>10%</u>
Total	100%

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. COPIES OF OFFER: Please submit SIX (6) copies of your offer and all supporting documents. Failure to submit four copies may result in your offer being considered non-responsive.
10. FAXED AND EMAILED QUOTES: Telegraphic quotes will not be considered unless specifically authorized by the Buyer listed on the cover sheet. However, quotes may be modified by telegraphic or electronic notice, provided that the notice is received by the time and date specified for the closing.
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 an 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 alleges personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action.

Seller agrees that it and its subcontractors will maintain public liability and property insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of 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. **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.
3. **CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after the award can only be made if agreed to in writing by NMHU.
4. **CLEAN UP:** It is the vendor's responsibility that the job site be kept clean and free of rubble while work is performed under this contract. Upon completion of the work, all areas shall be cleared of all Proposer's equipment, excess materials and rubble.
5. **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.
6. **DAMAGE AND SECURITY OF NMHU PROPERTY:** The vendor shall be responsible for all damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents and/or subcontractors. He shall save and keep harmless 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.
7. **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.
8. **EMPLOYEE CERTIFICATION:** The Proposer and all of Proposer'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.

9. **EQUIPMENT REQUIRED:** The vendor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Request except as otherwise noted in the Specifications.
10. **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.
11. **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.

12. **INSURANCE REQUIREMENTS:** The vendor is required to carry insurance meeting the requirements in the **SECTION VII, 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.
13. **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.
14. **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.
15. **POTENTIAL COSTS-UNSPECIFIED:** The vendor shall include as a separate item any unspecified additional costs which may be incurred by NMHU as a result of a rental under Request. This may include but should not be limited to responsibility for damages to equipment excessive wear charges, insurance, etc. Please note that no additional costs will be paid by NMHU on rentals under this Request unless these potential additional costs have been identified in the original offer.
16. **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.
17. **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.

18. **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.
19. **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.
20. **SITE INSPECTION:** The site(s) referenced in this document are available for inspection. Arrangements can be made by contacting Steve Watson. His contact information is included in **SECTION III., ARTICLE 9 – CONTACTS.**
21. **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.
22. **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.
23. **STANDARD TERMS AND CONDITIONS:** New Mexico Highlands University's Standard Terms and Conditions are an equal and integral part of this Request.
24. **SUBCONTRACTORS:** Any work subcontracted by the vendor shall require the prior written approval of the subcontractor by NMHU.
25. **USE OF CONTRACT:** All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law are authorized to purchase from this agreement, pursuant to section 13-1-129 (NMSA 1978).
26. **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.
 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 \$200,000.

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	\$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

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	\$200,000. Each Occurrence
Property Damage Liability	\$200,000. 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 VIII.
SUPPLIER CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM

Conflict of Interest

No employee or Regent of New Mexico Highlands University has a direct or indirect interest in the Proposer's firm, or in the proposed transaction (unless Proposer's firm is a publicly traded company and the employee or Regent's interest is less than one percent (1%) of the firm's value).

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

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

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

List below the name and social security number of any employee of the Proposer 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 Proposer 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 Proposer 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 Proposer named below.

Signature: _____ Title: _____

Name Typed: _____ Date: _____

Company: _____ City: _____

Address: _____ State: _____ Zip: _____

SECTION IX.
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