

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

CONTRACTOR:

ATTN:

This is an INVITATION FOR BID (IFB) between New Mexico Highlands University and the Contractor noted above.

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

1. Contractor Representations and Certifications Form
2. Section I. bearing the above document
3. Section II. NMHU General Terms & Conditions
4. Section III. NMHU Supplemental Terms & Conditions
5. Section IV. Quotation Instructions
6. Section V. NMHU Supplier Conflict of Interest and Debarment/Suspension Certification Form

BID DUE DATE: FRIDAY, MAY 29, 2009 AT 2:00 P.M. LOCAL TIME.

Please provide the following information (if applicable)

F.O.B. POINT: Destination, Freight Included

PAYMENT TERMS: Net 30. Please quote prompt payment discount terms offered to N.M.H.U.

For Clarifications Contact Buyer

New Mexico Highlands University invites you to submit a Bid on the material and/or services in the attached Invitation for Bid (IFB). Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, terms and conditions and specifications of this IFB may result in your offer being classified as unresponsive. Bids must be submitted to the above address no later than the time and date specified above. New Mexico criminal law prohibits bribes, gratuities and kickbacks. Your signature on this cover page indicates your acceptance of the terms and conditions outlined in the Invitation for Bid.

Signed:

NMHU Buyer
Michael Saavedra

Authorized Contractor Representative

Contractor Telephone Number

Phone: (505) 454-3053

Fax: (505) 454-3109

Email: mjsaavedra@nmhu.edu

Contractor Telefax Number

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

CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS

THE FOLLOWING DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR OFFER:

RESIDENTIAL PREFERENCE:

Residential Preference No. _____

Is material offered grown, produced or wholly manufactured in New Mexico? _____

BUSINESS SIZE/CLASSIFICATION:

- Small Business Concern Minority Owned Business Concern
 Large Business Concern Women Owned Business Concern

Please note that the business size/classification information is for reporting purposes only and will not be used in evaluating or awarding the contract.

Contact Information for Offer Clarification:			
Name:		Title:	
Telephone:		Telefax No.:	
Cell No.:		Email:	

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

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

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

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Invitation for Bid with its related documents, and being familiar with all of the conditions surrounding the described materials and/or services, including the availability of materials and labor, hereby offers to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth herein and at the prices stated in the price offer.

SIGNATURE OF AUTHORIZED:			
PRINTED OR TYPED NAME:			
TITLE:		DATE:	
PHONE:			

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

SECTION I.

ARTICLE 1 - STATEMENT OF WORK:

New Mexico Highlands University (NMHU) is interested in setting up Price Agreements for purchase of new custodial supplies. The effective date of all Agreements will be July 1, 2009 and will be in effect until June 30, 2010. NMHU and the winning bidder(s) will have the option to extend the contract for a period of two additional (2) years, on a year-by-year basis. These Price Agreement extensions must be mutually agreed upon in writing by NMHU and the vendor. This agreement shall not exceed three (3) years.

Article 5-Price Schedule will provide the minimum specifications for each item. Some of these items will have estimated quantities to be purchased for one calendar year. It is understood that no guarantee or warranty is made or implied, by NMHU, that any order for any definite quantity will be issued under the resultant price agreement(s).

ARTICLE 2 - SPECIFICATIONS

Items furnished shall conform to the requirements of specifications applicable to the items listed under **Article 5-Price Schedule**.

ARTICLE 3 - DELIVERY

Ship complete orders to arrive at NMHU, Las Vegas, New Mexico. Orders are to be received at NMHU within 14 calendar days of issuance of a purchase order.

All shipping costs shall be included in bid price. No additional shipping or freight charges will be allowed.

ARTICLE 4 – AWARDS

NMHU will award to the lowest bidder of each item listed under **Article 5-Price Schedule**. When calculating for the lowest bidder when quantities per box or case are different amongst bidders NMHU will calculate the cost per unit and use this calculated amount for comparison to determine the lowest bidder.

When not bidding on an item indicate 'N/A' where the cost is to be listed.

Prices as listed in **Article 5-Price Schedule**, ARE FIRM.

ARTICLE 5 – PRICE SCHEDULE

ITEM #	APPROX QUANTITY (ANNUALLY)	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE
001	5,520 rolls	case	Toilet paper, white, two ply, white, Jr. Jumbo, 1000'/roll, 4" wide, 3" core.	\$_____ for 6 rolls/case OR \$_____ for 12 rolls/case
002	2,100 rolls	case	Paper towel, white, 800'/roll, 7.9" or 8" wide, 2" core.	\$_____ for 6 rolls/case OR \$_____ for 12 rolls/case
003	100 rolls	case	Toilet paper, white, two ply, 4" wide, 4.5" diameter.	\$_____ _____ # of rolls/case
004	26 rolls	case	Paper towel, white, 800'/roll 9" wide, 11" diameter, 2" core.	\$_____ for 6 rolls/case OR \$_____ for 12 rolls/case
005	19,000 liners	case	Trash can liners, small, Minimum: 15" length, 9" width, 23" height. Minimum .001 mil.	\$_____ _____ # of liners/case
006	18,700 liners	case	Trash can liners, medium, Minimum: 33" length, 40" height. Minimum .74 mil.	\$_____ _____ # of liners/case
007	26,200 liners	case	Trash can liners, large, Minimum: 38" length, 58" height. Minimum 1.5 mil.	\$_____ _____ # of liners/case
008	170 boxes	box	Disposable gloves, medium, Nitrite, non-powder, 100 per box.	\$_____ per box
009	170 boxes	box	Disposable gloves, large, Nitrite, non-powder, 100 per box.	\$_____ per box
010	170 boxes	box	Disposable gloves, extra large, Nitrite, Non-powder, 100 per box.	\$_____ per box
011		4 gallons/case	Floor wax, minimum 25% solids, low maintenance, liquid, case of 4.	\$_____ per case

NEW MEXICO HIGHLANDS UNIVERSITY
 INVITATION FOR BID NUMBER: 867
 DATE: MAY 11, 2009
 TITLE: CUSTODIAL SUPPLIES

ITEM #	APPROX QUANTITY (ANNUALLY)	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE
012		5 gal. box	Floor wax, minimum 25% solids, low maintenance, liquid.	\$_____ per 5 gal. box
013		4 gallons/case	Floor stripper, no rinse, low ammonia, liquid.	\$_____ per gallon
014		5 gal. box	Floor stripper, no rinse, low ammonia, liquid.	\$_____ per 5 gal. box
015		4 gal. box	Basic coatings squeaky concentrate commercial floor cleaner, B0695-4312, liquid, or equal .	\$_____ per 4 gal. box
016	1,380 quarts	12 quarts/case	Toilet bowl cleaner, between 15% and 25% acid, liquid.	\$_____ per case
017	350 quarts	12 quarts/case	Mold/mildew remover tile & grout cleaner non-acid, gel.	\$_____ per case
018	340 quarts	12 quarts/case	Mold/mildew remover cleaner, gel.	\$_____ per case
019		4 gallons/case	Disinfectant against Methicillin Resistant Staphylococcus Aureus (MRSA) concentrate, liquid.	\$_____ per case
020		4 gallons/case	Neutral disinfectant cleaner concentrate With effective virucidal activity against Human Immunodeficiency Virus type one & two (HIV-1 and HIV-2), Hepatitis B & C virus (HBV & HBC), and Herpes Simplex type 2. Fungicidal against Trichophyton Mentagrophytes (Athlete's foot fungus) and Candida Albicans. Liquid.	\$_____ per case
021		4 gallons/case	Floor cleaner for all types of floor surfaces, Removes dirt, scuffs & blackmarks, concentrate, liquid.	\$_____ per case
022		12 quarts/case	Carpet spot & stain remover, concentrate, liquid.	\$_____ per case

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ITEM #	APPROX QUANTITY (ANNUALLY)	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE
023		12 per case	Chewing gum and candle wax remover, aerosol.	\$_____ per case _____ # of ounces/canister
024	170 canisters	12 per case	Furniture polish, lemon scented, foaming, aerosol.	\$_____ per case _____ # of ounces/canister
025	780 canisters	12 per case	Dry spray room deodorizer for carpet, upholstery and draperies, aerosol.	\$_____ per case _____ # of ounces/canister
026		12 per case	Whiteboard and chalkboard cleaner, aerosol.	\$_____ per case _____ # of ounces/canister
027		12 per case	Oven, grill and drip pan cleaner, aerosol.	\$_____ per case _____ # of ounces/canister
028	500 gallons	4 gallons/case	Aloe vera containing foam hand soap, for use in vertical foam non-cartridge dispenser.	\$_____ per case
029		each	Toilet paper double roll dispenser, sliding gate and locking door, for use with Jr. Jumbo two ply 1000' 4" wide 3" core rolls, plastic .	\$_____ each
030		each	Toilet paper double roll dispenser, sliding gate and locking door, for use with Jr. Jumbo two ply 1000' long 4" wide 3" core rolls, stainless steel .	\$_____ each
031		each	Paper towel dispenser, jumbo roll, capable of accommodating 800' long 7.9" or 8.0" wide 2" core rolls, plastic.	\$_____ each
032		each	Foam hand soap dispenser, 40 ounce or 1,183 milliliter capacity or greater, plastic .	\$_____ each
033		each	Foam hand soap dispenser, 40 ounce or 1,183 milliliter capacity or greater, stainless steel .	\$_____ each

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ITEM #	APPROX QUANTITY (ANNUALLY)	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE
034		5 per case	Buffing floor pad, 20", red.	\$_____ per case
035		5 per case	Buffing floor pad, 17", red.	\$_____ per case
036		5 per case	Polishing floor pad, 20", white.	\$_____ per case
037		5 per case	Polishing floor pad, 17", white.	\$_____ per case
038		5 per case	Stripping floor pad, 20", black.	\$_____ per case
039		5 per case	Stripping floor pad, 17", black.	\$_____ per case
040		combo	Mop bucket and wringer combo, minimum 35 quart capacity, for use with 12 ounce to 32 ounce mops.	\$_____ per combo
041	800 mops	each	Wet mop refill, 20 ounce, cotton.	\$_____ each
042		each	Disposable dust mop refill, 24" size, 5" width, cotton.	\$_____ each
043		each	Disposable dust mop refill, 48" size, 5" width, cotton.	\$_____ each
044		each	Disposable dust mop refill, 60" size, 5" width, cotton.	\$_____ each
045		each	Dust mop metal frame, 24" size, 5" width.	\$_____ each
046		each	Dust mop metal frame, 48" size, 5" width.	\$_____ each
047		each	Dust mop metal frame, 60" size, 5" width.	\$_____ each
048		combo	Spray bottle, 32 ounce capacity with adjustable spray nozzle, plastic.	\$_____ per combo
049		12 per case	Dust pan, 12", metal.	\$_____ per case
050		each	Dust pan with lobby handle, length Between 35" and 38", plastic.	\$_____ each

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ITEM #	APPROX QUANTITY (ANNUALLY)	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE
051		12 per case	Angular fiber house broom, sweep face between 9" and 10", overall length between 56" and 60".	\$_____ per case
052		12 per case	House broom, sweep face between 12" and 13".	\$_____ per case
053		each	Push broom, block size 24", wooden handle with length of between 56" and 60", metal threaded tip.	\$_____ each
054		12 per case	Wooden block scrub brush, length 8", trim Length 1", nylon bristles.	\$_____ per case
055		12 per case	14 quart plastic bucket, rust resistant handle with plastic sleeve.	\$_____ per case
056		12 per case	Office trash cans, 28 to 30 quart capacity, height between 14" and 16", plastic.	\$_____ per case
057		12 per case	Round plastic receptacle with handles, 32 or 33 gallon capacity.	\$_____ per case
058		each	Toilet bowl mop, 10 to 14" handle.	\$_____ each
059		12 per case	Urinal screen.	\$_____ per case
060	800 pads	case	Scouring pad, commercial hand pad length 6" by width 9".	\$_____ case _____ # per case
061		box	Cotton wiping cloths.	\$_____ per box _____ # of pounds/box
062		each	Razor blade scraper, handle length between 4" and 6", blade width 1½", metal.	\$_____ each
063	340 units	100 per box	Razor blade, single edge, blade width 1½", to fit razor blade scraper-item number 061, metal.	\$_____ per box
064		each	Doodlebug mop handle swivel pad holder threaded attachment fits handles, or equal.	\$_____ each

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SECTION III.
NMHU Supplemental Terms and Conditions.

1. **ADDRESSES FOR NOTICES:** Any notice required to be given or which may be given under this Invitation or the resultant contract shall be in writing and delivered in person or via first class mail to the following address:

New Mexico Highlands University
Purchasing Department
903 University Street
Las Vegas, New Mexico 87701
2. **AWARD - MULTIPLE:** The University reserves the right to make multiple awards of the items, projects and/or sections of this Invitation based on the lowest prices per items.
3. **BID NEGOTIATION:** Bidders submitting quotes will not be afforded an opportunity for discussion and revision of quotes.
4. **CANCELLATION:** The University reserves the right to cancel, without penalty, this Invitation, the resultant contract or any portion thereof for unsatisfactory performance, cancellation of the project or unavailability of funds or any other reason which is in the best interest of the University.
5. **CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after the award can only be made if agreed to in writing by the University.
6. **CONFLICT OF INTEREST:** Contractor warrants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of services required under this Invitation. Contractor shall comply with the provisions of Section 10-16-12, NMSA, 1978 in disclosing such interests.
7. **DELIVERY DATE:** Delivery is an important consideration and is a factor in determining the award. If you cannot meet the delivery date stated in section I, please state your earliest delivery date in your offer.
8. **GOVERNING LAW:** This Invitation and the resultant contract and/or purchase order will be interpreted and governed by the Laws of the State of New Mexico.
9. **INVITATION TERMS PART OF CONTRACT:** This Invitation along with its attachments will be part of the resultant contract and/or purchase order and is to be incorporated by reference.
10. **NEW MATERIALS REQUIRED:** All materials and equipment delivered and/or installed under this Invitation shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to the University's authorized representative.

11. **OPTION TO RENEW:** The University reserves the option to renew the resultant contract for a period of up to (two) 2 additional years if such renewal is mutually agreed to and found to be in the best interests of the University. These renewal options will be exercised in increments as indicated in the bid specifications, or if not state, in one-year terms.
12. **PACKAGING:** Packaging of materials under this contract shall meet the minimum specifications indicated under Packaging Specifications. If there are no packaging specifications listed, the packaging shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the vendor's expense. NMHU reserves the right to inspect and return any items up to two (2) weeks after delivery that do not meet specifications listed herein. All material returns will be at the vendor's expense.
13. **STANDARD TERMS AND CONDITIONS:** New Mexico Highlands University's Standard Terms and Conditions are an equal and integral part of this Invitation.

**SECTION IV.
QUOTATION INSTRUCTIONS**

1. **NO BID:** If you are unable to furnish a bid, please so indicate on the request form and return it.
2. **RESPONSE FORM:** Fill in line items and total prices on the form provided. Return this response form with your quotation.
3. **GOVERNMENT PRICING CONTRACTS:** Provide a copy of any applicable GSA or State Purchasing Discount (SPD) contracts for the required items.
4. **PRODUCT LITERATURE:** Provide a copy of the manufacturer catalog cuts, brochures, etc. for the items that you quote. Material Safety Data Sheets are to be provided for all items which contain them. All chemicals purchased by NMHU must be accompanied by Material Safety Data Sheets.
5. **ACKNOWLEDGMENT OF ADDENDA:** Bidder shall acknowledge receipt of any addendum to this Invitation for Bid by identifying the addenda number and date in the space provided on the response form.
6. **CANCELLATION:** The University reserves the right to cancel without penalty, this Invitation, the resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds or any other reason which is in the best interest of the University.
7. **CASH DISCOUNTS:** New Mexico Highlands University is a non-profit, state supported educational institution and available discounts should be noted in your response.
8. **CLARIFICATIONS:** Any clarification of instructions, terms and conditions, insurance, bonds, or quote preparation shall be made only by the Buyer shown on the cover sheet of this Invitation. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in writing as an addenda and are to be considered as part of this Invitation.
9. **LATE SUBMISSIONS:** Late submissions of quotes will not be considered unless it is determined by the University that the late receipt was due solely to mishandling by the University after receipt by the University or the quote is the only quote received. All other late submissions will be returned unopened.
10. **MODIFICATIONS:** Only modifications to quotations received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening. A late modification of a successful quote that makes its terms more favorable to the University will be considered at any time it is received.
11. **NUMBER FOR QUOTE CLARIFICATION:** The Bidder should include a local or toll-free number for quote clarifications. Failure to do so may result in the quote being classified as non-responsive.

12. **PAYMENT DISCOUNTS:** The University will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the lowest responsible bidder.
13. **PERIOD FOR QUOTE ACCEPTANCE:** The Bidder agrees, if his quote is accepted within sixty (60) calendar days of the closing date, to furnish any and all items(s) and/or services at the prices set forth in his quote, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may result in removal from the University bid list.
14. **PUBLIC INFORMATION:** All information, except that classified as confidential, will become public information at the time that the Bid is opened. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.
15. **REJECTION OF QUOTES:** The University reserves the right to award bids based on price and any other evaluation criteria contained herein, to reject any and all quotes or any part thereof, and to accept the quote that is in the best interest of the University.
16. **RESIDENTIAL/MANUFACTURERS PREFERENCE:** In evaluating quotes using State funds, residential and/or manufacturers preference of 5% will be used in compliance with Section 13-1-21 and Section 13-1-22 of the New Mexico Statutes 1978 Annotated, Chapter 13. Federal law prohibits the use of residential preference when the expenditure involves Federal funds.
17. **SUBMISSION OF DRAWINGS/LITERATURE:** The submission of samples, drawings and literature to be used in the evaluation of the quote, must be made by the closing date and time to be considered. All submissions shall be made at no expense to the University. Returns shall only be made at the Bidders request and expense.
18. **TAXES:** The University is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on materials, except construction materials used by a contractor. Services are not exempt. Taxes on services should be included as a separate line item and not included in your base price quote. Applicable taxes are excluded from the bid evaluation. A non-taxable transaction certificate will be provided upon request.
19. **TELEFAXED AND EMAILED QUOTES:** Telefaxed and emailed quotes will not be considered unless specifically authorized by the Buyer listed on the cover sheet. However, quotes may be modified by telefaxed and/or email notice, provided that the notice is received by the time and date specified for the closing.
20. **TWO COPIES OF QUOTE:** Please submit two (2) copies of your quote and all supporting documents. Failure to submit two copies may result in your quote being considered non-responsive.
21. **WITHDRAWAL OF QUOTES:** Quotes may be withdrawn by written notice, telegram or in

person by a bidder or an authorized representative any time prior to the award. Bids requiring bid security will result in forfeiture of the security if the quote is withdrawn following the opening.

22. **SEALED BIDS:** All bids must be submitted in a SEALED envelope. Please write on the sealed envelope containing your bid the following:

"SEALED BID TO BE OPENED ON MAY 29, 2009 AT 2:00 PM"

23. **OPENING OF BIDS:** Bids will be opened at the NMHU Purchasing Department.
24. **NOTE:** Contractor is required to supply with bid all technical literature, brochures, catalog cut sheets, etc. to verify that items quoted meet the specifications. NMHU reserves the right to inspect the items specified prior to contract award. Upon NMHU's request, the contractor is required to deliver within five (5) calendar days at no cost to NMHU, samples of one, any or all items quoted

SECTION V.
NMHU 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 _____