

**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 (NMHU) 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. STATEMENT OF WORK
3. SECTION II. QUOTATION INSTRUCTION
4. SECTION III. GENERAL TERMS & CONDITIONS
5. SECTION IV. SUPPLEMENTAL TERMS AND CONDITIONS
6. SECTION V. INSURANCE REQUIREMENTS
7. SECTION VI. SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

BID DUE DATE: MONDAY, SEPTEMBER 21, 2009 AT 2:00 P.M.
MOUNTAIN STANDARD TIME

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

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:

Authorized Contractor Representative:

NMHU Buyer

Michael Saavedra

Phone: (505) 454-3053

Fax: (505) 454-3109

Email: mjsaavedra@nmhu.edu

Printed Name and Title

Contractor Telephone Number

Signature

Contractor Telefax Number

You must 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:		FAX:	
CELL:		EMAIL:	

ACKNOWLEDGMENT OF ADDENDA:

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

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

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

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this 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 REPRESENTATIVE:			
PRINTED OR TYPED NAME:			
TITLE:		DATE:	
PHONE:		EMAIL ADDRESS:	

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

SECTION I.

ARTICLE 1 - STATEMENT OF WORK

New Mexico Highlands University ("NMHU"), located in Las Vegas, New Mexico is interested in purchasing a campus warning system for its main campus. The system is to be installed inside of and on top of Donnelly Library. The majority of Donnelly Library is a three-story building with one lower level attached to two sides.

The winning bidder is to provide the system components, installation equipment, and installation.

Provide the following:

***Note-This bid is for the following system or equivalent. To quote an equivalent system you must ensure that it meets the minimum specifications as listed below.*

Manufacturer: Vox Public Audio

Minimum Specifications

Model: Large, four (4) block voice and one point five (1.5) mile siren

Warranty: three (3) years for the equipment, one (1) year for the labor

System components: One (1) Desk-top console, six hundred (600) watt industrial amplifier, eight (8) projection speakers, eight (8) power drivers, four (4) roof-top stands, two hundred fifty (250) feet of speaker wire (four [4] conductor), detailed instructions.

Installation: Winning bidder is to perform the installation, which is to include all equipment and supplies. The installation may be a direct-wire application from the primary system component to the speakers/drivers, etc.

NMHU will provide a dedicated phone line for remote telephone access. Prior to performing the installation you are to coordinate with NMHU to explain the remote telephone access needs of the equipment.

NMHU will provide the required electrical power to the units. Prior to performing the installation you are to coordinate with NMHU to explain the electrical power needs of the equipment.

Access to the rooftop can be made via a roof hatch.

Training: On-site training to include a minimum one (1) hour session.

ARTICLE 2 - COMPLETION

NMHU is requiring receipt and delivery of the full system within sixty (60) calendar days from the date of

award. The issuance of a purchase order by NMHU constitutes date of award. NMHU would hope to have the full installation completed before the sixty (60) calendar day requirement, if possible.

Quote your best completion date below:

The installation of the entire system is to be completed within _____
(Calendar Days) after date of award.

ARTICLE 3 - TOTAL PRICE

In this article state the total price including all materials, installation equipment & supplies, delivery/freight, labor & other installation costs and training costs.

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

(Dollars)
(\$)

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

ARTICLE 4 - PAYMENTS

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

ARTICLE 5 – CONTACTS

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

Contact Person:
Name, Title Scott Scarborough, Chief
Department Campus Police
Phone: 505-454-3369
Email address: shscarborough@nmhu.edu

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

**SECTION II.
QUOTATION INSTRUCTIONS**

1. **NO BID:** If you are unable to furnish a bid, please so indicate on the request form and return it.
2. **RESPONSE FORM:** Fill in line items and total prices on the form provided. Return this response form with your quotation.
3. **GOVERNMENT PRICING CONTRACTS:** Provide a copy of any applicable GSA or State Purchasing Discount (SPD) contracts for the required items.
4. **PRODUCT LITERATURE:** Provide a copy of the manufacturer catalog cuts, brochures, etc. for the items that you quote.
5. **ACKNOWLEDGMENT OF ADDENDA:** Bidder shall acknowledge receipt of any addendum to this Invitation for Bid by identifying the addenda number and date in the space provided on the response form.
6. **CANCELLATION:** The University reserves the right to cancel without penalty, this Invitation, the resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds or any other reason which is in the best interest of the University.
7. **CASH DISCOUNTS:** New Mexico Highlands University is a non-profit, state supported educational institution and available discounts should be noted in your response.
8. **CLARIFICATIONS:** Any clarification of instructions, terms and conditions, insurance, bonds, or quote preparation shall be made only by the Buyer shown on the cover sheet of this Invitation. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in writing as an addenda and are to be considered as part of this Invitation.
9. **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 BID DELIVERY:** All bids must be submitted in a SEALED envelope. Please write on the sealed envelope containing your bid the following:

"SEALED BID #886 TO BE OPENED ON MONDAY, SEPTEMBER 21, 2009 AT 2:00 PM"

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

DELIVERY TO:

If via hand delivery:

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

If via United States Postal Service:

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

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

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

If via electronic submittal:

mjsaavedra@nmhu.edu

If via telefax:

505-454-3109

NMHU is not responsible for problems with transmittal, lost, or late bids. It is the responsibility of the bidder to ensure prompt delivery of their bid.

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

**SECTION III.
GENERAL TERMS AND CONDITIONS**

SUBSECTION I. NMHU GENERAL TERMS AND CONDITIONS

1. **INSPECTION:** The University may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of the Purchase Order. Final inspection will be made at the destination. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Any testing or inspection procedures required by the specification add to the University's rights under this paragraph.
2. **WARRANTIES:** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.
3. **ACCEPTANCE AND REJECTION:** If prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, or, if University is entitled to revoke acceptance of them, University may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at University's option, Seller shall reimburse University for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive the right to claim damages for breach.
4. **ASSIGNMENT:** This order is assignable by the University. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of the University.
5. **CHANGES:** University may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of the University. Any claim of seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless University waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
6. **TERMINATION AND DELAYS:** The University may be written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The University shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller, as approved by the University, with respect to the undelivered or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits.

The University may by written notice terminate this order in whole or in part for Seller's default if

seller refuses or fails to comply with the provision of this order, or so fails to make progress as to endanger performance and does not cure such failures within a reasonable period of time. In such event, University may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the University thereby, including incidental and consequential damages.

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

The rights and remedies of the University provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

As used in this Article, the word "Seller" includes Seller and his subsuppliers at any tier.

7. **AFFIRMATIVE ACTION:** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; communicate this policy in both English and Spanish to all persons concerned within his company, with outside recruitment services and the minority community at large; to provide the University on request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with the University his policies and practices relating to his affirmative action program.
8. **INDEMNIFICATION AND INSURANCE:** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of University. Seller shall indemnify and hold harmless University, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or 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 University.

9. **PATENT AND COPYRIGHT INDEMNITY:** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold University harmless from any cost, expense, damage, or loss resulting therefrom.

10. **DISCOUNTS:** Prompt payment discounts will not be considered in computing the low bid. Any discount time will not begin until the materials, supplies or services have been received and accepted and correct invoice received by the University's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.
11. **PENALTIES:** The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
12. **TITLE AND DELIVERY:** Title to the materials and supplies passed hereunder shall pass to University at the F.O.B. point specified subject to the right of University to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from University's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.
13. **OTHER APPLICABLE LAWS:** Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of Subsection II and any other provisions of this order, the terms and conditions of Subsection II shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference.

SUBSECTION II. GOVERNMENT SUBCONTRACT PROVISIONS

A. The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order.

* Anti-kickback Procedures	52.203-7
Buy American Act and Balance of Payments Program	52.225-7001
* Contract Work Hours and Safety Standards Act-Overtime Comp.	52.222-4
* Equal Employment Opportunity	52.222-26
Integrity of Unit Prices	52.215-26(a)(b)
Notice to the Government of Labor Disputes	52.222-1
Preference for U.S. Flag Air Carriers (for international air travel)	52.247-63
Restriction on Subcontractor Sales to the Government	52.203-6
Service Contract Act of 1965 (reserved)	52.222-41
* Termination for Convenience of Government (Education and other (Nonprofit institutions))	52.249-5(a)(f)

B. The following provision of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$2,500:

Affirmative Action of Handicapped Workers	52.222-36
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INVITATION FOR BID NUMBER: 886
DATE: SEPTEMBER 4, 2009
TITLE: CAMPUS WARNING SYSTEM

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

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

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

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

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

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

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

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

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

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

Filing of Patent Applications\ Classified Subject Matter	When Subcontract involves Classified Matters	52.227-10
Hazardous Materials identification And Material Safety Date	When Subcontract involves hazardous material	52.223-3
Overseas Distribution of Subcontract	When subcontract amount exceeds \$100,000 (DOD only)	52.204-7005
Patent Rights Clauses	When the subcontract or purchase order involves	52.227-11.12

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 TITLE: CAMPUS WARNING SYSTEM**

	experimental research and development work 52.227-11 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 acquisition requirements (DOD only) 52.227-7013
Required Sources for Jewel Bearings	When subcontract or purchase order requires use of jewel bearings 52.208-1
Restrictive Markings on Technical Data	When subcontract includes technical data or software acquisition (DOD only) 52.227-7018
Security Requirements	When subcontract involves access to classified information 52.204-2
Special Prohibition on Employment	If the subcontract amount exceeds \$25,000 (DOD only) 52.203-7001
Validation of Restrictive Markings on Technical Data	When subcontract includes technical data or software acquisition (DOD only) 52.227-7037

The University reserves all administrative, contractual, and legal remedies against the contractor or vendor who breaches any of the contract terms.

On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk () are incorporated into this contract.

**SECTION IV.
SUPPLEMENTAL TERMS AND CONDITIONS**

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

New Mexico Highlands University
Purchasing Department
903 University Street
Las Vegas, New Mexico 87701
2. **BID NEGOTIATION:** Bidders submitting quotes will not be afforded an opportunity for discussion and revision of quotes.
3. **BRAND NAME:** The brand name(s), part and/or catalog number(s) are used to establish a standard of quality, performance and characteristics desired and it is not intended to limit competition. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and/or technical specifications. Failure to do so may cause offer to be declared non-responsive.
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. **CLEAN UP:** It is the vendor's responsibility that the job site be kept clean and free of rubble while work is performed under this contract. Upon completion of the work, all areas shall be cleared of all contractor's equipment, excess materials and rubble.
7. **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.
8. **DAMAGE AND SECURITY OF NMHU PROPERTY:** The vendor shall be responsible for all damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents and/or subcontractors. He shall save and keep harmless the University against any and all loss, cost, damage, claims, expense or liability in connection with performance of this contract. Any equipment or facilities damaged by the vendor's operations shall be repaired and/or restored to their original condition at the vendor's expense, including but not limited to cleaning and painting.

The vendor shall be responsible for security of all his equipment and for the protection of work

done under this contract until final acceptance of the work.

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

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

12. **EQUIPMENT REQUIRED:** The vendor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Invitation except as otherwise noted in the Specifications.
13. **GOVERNING LAW:** This Invitation and the resultant contract and/or purchase order will be interpreted and governed by the Laws of the State of New Mexico.
14. **INSPECTIONS:** The vendor shall be responsible for securing at his expense, all required inspections to comply with Federal, State and/or local regulations governing the work performed under this Invitation.

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

15. **INSURANCE REQUIREMENTS:** The vendor is required to carry insurance meeting the requirements in the Exhibit labeled **SECTION V.-INSURANCE REQUIREMENTS**, or as noted in the specifications. The Certificate of Insurance shall be mailed to the issuing buyer and shall reference this Invitation of the face of the certificate.
16. **INVITATION TERMS PART OF CONTRACT:** This Invitation along with its attachments will be part of the resultant contract and/or purchase order and is to be incorporated by reference.
17. **LICENSES/PERMITS/EASEMENTS:** The vendor shall be responsible for obtaining his expense, all easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the work under this Invitation.
18. **NEW MATERIALS REQUIRED:** All materials and equipment delivered and/or installed under this Invitation shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials

and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer's data supplied with the item(s) shall be submitted to the University's authorized representative.

19. **NON-PERFORMANCE PENALTIES:** The offeror agrees to pay the University an amount equal to fifty dollars (\$50.00) per day for each calendar day past the completion date specified in this contract that completion or delivery is delayed. The University may subtract this amount from any monies due to the vendor.
20. **OSHA REGULATIONS:** The vendor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this Invitation. The vendor shall defend, indemnify and hold the University free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines and penalties, judgments, court costs and attorneys fees.
21. **PACKAGING:** Packaging of materials under this contract shall meet the minimum specifications indicated under Packaging Specifications. If there are no packaging specifications listed, the packaging shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the vendor's expense.
22. **POTENTIAL COSTS-UNSPECIFIED:** The vendor shall include as a separate item any unspecified additional costs which may be incurred by the University as a result of a rental under Invitation. 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 the University on rentals under this Invitation unless these potential additional costs have been identified in the original offer.
23. **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.
24. **SCHEDULE DELAYS:** If after the award, the vendor becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule, the vendor must immediately notify the buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the vendor of its contractual obligations: however, failure to notify the University promptly will be a basis for determining the vendor responsibility in an otherwise excusable delay.
25. **SITE INSPECTION:** The site(s) referenced in this document are available for inspection. Arrangements can be made by contacting Scott Scarborough. His contact information is in **SECTION I-STATEMENT OF WORK, ARTICLE 5.**
26. **START UP SCHEDULE:** The vendor shall contact and coordinate with Scott Scarborough at least

seven (7) calendar days prior to commencing the installation. His contact information is in **SECTION I-STATEMENT OF WORK, ARTICLE 5.**

27. **STATE AND LOCAL ORDINANCES:** The vendor shall perform work under this contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the vendor. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The vendor shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.
28. **STANDARD TERMS AND CONDITIONS:** New Mexico Highlands University's Standard Terms and Conditions are an equal and integral part of this Invitation.
29. **SUBCONTRACTORS:** Any work subcontracted by the vendor shall require the prior written approval of the subcontractor by the University.
30. **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).
31. **VENDOR GUARANTEE:** The vendor shall guarantee all materials, equipment and workmanship furnished and/or installed under this IFB to be free of defects and shall agree to replace solely at his expense, any and all defective equipment, parts, etc. within the period described in Section I, Article 1, unless otherwise agreed to in writing at time of the award.
32. **WARRANTY:** Please state the warranty for equipment to be supplied under this IFB. A copy of the warranty should be included in your submission.
33. **WORKMANSHIP/COOPERATION:** All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The contractor will cooperate with the University and other contractors and coordinate their work involving other contractors through the University's authorized representative.

**SECTION V.
 INSURANCE REQUIREMENTS**

CERTIFICATES OF INSURANCE:

The Contractor shall furnish the Owner one copy of Certificates of Insurance herein required for each copy of the Agreement, showing the coverages, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statement:

"The insurance coverage certified herein shall not be cancelled or materially changed except after forty-five (45) days written notice has been provided to Owner."

COMPENSATION INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation insurance as required by applicable State law for all of the Contractor's employees to be engaged at the site of the project under this project and in case of any such work sublet, the Contractor shall require the subcontractor or sub-subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's or sub-subcontractor's Workers which are covered under the Contractor's Worker's Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than \$500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Comprehensive General Liability Insurance providing limits of liability of not less than the following:

<u>Type</u>	<u>Limits of Liability</u>
Bodily Injury Liability	\$100,000. Each Occurrence \$100,000. Annual Aggregate
Property Damage Liability	\$100,000. Each Occurrence \$100,000. Annual Aggregate
	OR
Combined Single Limit Bodily Injury and Property Damage Liability	\$100,000. Each Occurrence \$100,000. Annual Aggregate

CONTRACTOR'S VEHICLE LIABILITY INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance providing limits of liability as follows:

<u>Type</u>	<u>Limits of Liability</u>
Bodily Injury Liability	\$50,000. Each Occurrence
Property Damage Liability	\$50,000. Each Occurrence

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

The Contractor shall either:

- (1) Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub-subcontract Public Liability Insurance of the types and amounts specified above or,
- (2) Insure the activities of the subcontractors or sub-subcontractors in the Contractor's policy as required under this Article.

GENERAL:

All insurance policies are to be issued by companies authorized to do business under the laws of the state in which the work is to be done acceptable to Owner.

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

**SECTION VI.
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 _____