

NEW MEXICO HIGHLANDS UNIVERSITY
PURCHASING DEPARTMENT
1005 UNIVERSITY AVENUE
LAS VEGAS, NEW MEXICO 87701

CONTRACTOR:

ATTN:

This is a REQUEST FOR PROPOSAL (RFP) between New Mexico Highlands University and the Contractor noted above.

This RFP 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 and Conditions
4. Section III NMHU Supplemental Terms & Conditions. No other terms except as expressly agreed to in writing.
5. Section IV. Quotation Instructions
6. Section V. NMHU Supplier Conflict of Interest and Debarment/Suspension Certification Form
7. Section VI. Insurance Requirements
8. Section VII. Campaign Contribution Disclosure Form

BID DUE DATE: Monday, December 22, 2008 at 2:00 p.m.

SHIP VIA: _____

F.O.B. POINT: _____

PAYMENT TERMS: _____

For clarifications call BUYER listed below.

New Mexico Highlands University invites you to submit a Proposal on the 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. 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 Request for Proposal.

Signed:

NMHU Buyer
Michael Saavedra

(505) 454-3249

Authorized Contractor Representative

Contractor Telephone Number

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.

Telephone Number for Offer Clarification:			
Name:		Title:	
Telephone		Telefax No.	

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

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

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:		CONTRACTOR'S LICENSE	

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

SECTION I.

ARTICLE 1 - STATEMENT OF WORK

Purpose: New Mexico Highlands University ("NMHU"), located in Las Vegas, New Mexico is interested in contracting with vendors ("contractor") offering one or more of the services listed in the document's scope. This request for proposal is seeking contractors to provide various construction services to the main campus in Las Vegas and for one building in Raton. Contractors are encouraged, but not required, to offer their services to both the main campus and Raton site.

NMHU is a state institution of higher education which consists of approximately 50 (fifty) buildings and over one-million square feet of space on its main campus. This space serves for the functions of academic, support, and student housing.

Scope:

A. New Mexico Highlands University ("NMHU"), located in Las Vegas, New Mexico is interested in receiving proposals from the following professionals:

1. **Commercial Construction Contractors (license required)**
2. **Electricians (license required)**
3. **Plumbers (license required)**
4. **Welders (license required)**
5. **Steam Line Welders (license required)**
6. **Refrigeration Technicians (license required)**
7. **Painters**
8. **Carpet/Flooring Installers**
9. **Grounds Maintenance/Landscapers**

The selected firms will perform services in their individual professions under an open contract for small projects.

B. **Services to Be Performed by Contractors:** Within each category contractors may be asked to provide a quote to perform work that is related to the items. Proposals shall demonstrate the ability of the firm to meet these requirements.

1. Contractors offering services in the fields listed in this section must be licensed with a valid current certification or license in their respective field. Contractors offering services in the fields listed in this section must also be able to provide services under the certification or license in the state of New Mexico, under the rules and regulations of the Construction Industries Division. Contractor must provide a copy of a valid certification or license as required in their respective field.

a. **Commercial Construction Contractors (GB-98 license required):**

1. Perform repairs and renovations to existing buildings and infrastructure.
2. Install and/or construct new structures.

3. Provide any other services normally performed by a licensed contractor.
 - b. Electricians (EE-98 license required):
 1. Perform electrical testing, repairs, and upgrades to buildings and infrastructure.
 2. Provide recommendations for corrective action based on electrical conditions.
 3. Provide any other services normally performed by a licensed electrician.
 - c. Plumbers (ME-98 or MM-1 license required):
 1. Perform plumbing and/or mechanical testing, repairs, and upgrades to buildings and infrastructure.
 2. Provide recommendations for corrective action based on plumbing and mechanical conditions.
 3. Provide any other services normally performed by a licensed plumber.
 - d. Welders (Journeyman Welder required):
 1. Perform welding repairs to existing buildings, infrastructure, equipment, and automobiles.
 2. Fabricate materials to add to existing buildings and infrastructure.
 3. Provide recommendations for corrective action based on infrastructure conditions.
 4. Provide any other services normally performed by a licensed welder.
 - e. Steam Line Welders (Journeyman Welder with ASME Section 9 Certification required):
 1. Perform welding repairs and fabrications to steam lines and boiler units.
 2. Provide recommendations for corrective action based on infrastructure conditions.
 3. Provide any other services normally performed by a licensed steam line welder.
 - f. Refrigeration Technicians (MM-3 or MM-98 or Journeyman Refrigeration required):
 1. Perform repairs to refrigerator and freezer units.
 2. Provide recommendations for corrective action based on infrastructure conditions.
 3. Provide any other services normally performed by a certified refrigerant technician.
2. Contractors in this section are not required to hold a certification or license for their respective field.
- a. Painters
 1. Prepare work surfaces for painting or varnishing.
 2. Paint interior and/or exterior building and infrastructure surfaces.
 3. Provide any other services normally performed by a painter.
 - b. Carpet/Flooring Installers.
 1. Remove and dispose of carpet, linoleum, and other flooring materials.
 2. Move and return furniture to allow for installation.

3. Installation of carpet and flooring materials.
 4. Provide any other services normally performed by a carpet installer.
- c. Grounds Maintenance/Landscapers
1. Removal of debris and trash products.
 2. Cutting of grass, pruning, and cutting of trees.
 3. Installing base coarse, gravel, and other landscaping materials.
 4. Planting of trees, shrubs, and grass.
 5. Make minor street and sidewalk repairs.
 6. Provide any other services normally performed by grounds maintenance/landscapers.

ARTICLE 2 – REQUIRED INFORMATION TO BE INCLUDED IN THE PROPOSAL

- A. List past projects your firm has completed that demonstrate relevant experience.
- B. List the qualifications of your staff which demonstrates their ability to complete work in their respective fields.
- C. State your firm’s ability to respond to NMHU’s projects under this RFP.

ARTICLE 3 – PRICING (TO BE PLACED IN A SEPARATE SEALED ENVELOPE)

- A. Indicate the hourly rate to be charged to NMHU for labor, equipment and materials. Indicate your hourly rates for travel costs if different from labor costs. For work beyond the regular working hours of 8 am to 5 pm Monday to Friday and/or holiday hours indicate those rates if different from labor costs.

**The following is meant to serve as an example. Include as many types as needed.
If not provided the bid may be considered non-responsive.**

1. LABOR HOURLY RATES

a. Superintendent/Project Manager/Supervisor	\$xx.xx
b. Site Foreman	\$xx.xx
c. Plumber-Licensed	\$xx.xx
d. Plumber Apprentice	\$xx.xx
e. Plumber Helper	\$x.xx
f. Laborer (skilled)	\$x.xx
g. Laborer (unskilled)	\$x.xx
h. Welder-Licensed	\$xx.xx
i. Welder Apprentice	\$x.xx
j. Carpenter	\$x.xx
k. Cement Mason	\$x.xx
l. Drywall Finisher/Taper	\$x.xx
m. Lawn Irrigation Technician	\$x.xx
n. Painter	\$x.xx
o. Roofer	\$x.xx
p. Tile Setter	\$x.xx

- q. Small Equipment Operator \$xx.xx
- r. Large Equipment Operator \$xx.xx

2. EQUIPMENT HOURLY RATES

- a. xx Yard Dump Truck \$xx.xx
- b. Backhoe \$xx.xx
- c. Paint Sprayer \$xx.xx
- d. xx,xxx Watt Portable Generator \$xx.xx
- e. Truck with Plow (snow removal) \$xx.xx
- f. Heavy Equipment \$xx.xx
- g. Medium-sized Equipment \$xx.xx

3. MATERIALS

- a. x% discount from list price

4. TRAVEL

- a. \$0.xx per mile

ARTICLE 4 – CONTRACT VALUE

Procurement through this request for proposal is not to exceed a total value of \$60,000 (sixty-thousand dollars) per project. All material, equipment rental, travel, and labor costs of a project will be included within the project limit.

ARTICLE 5 – QUOTE DETAILS

For all projects under this RFP contractors must provide itemized quotes to allow NMHU staff to verify that NMHU is receiving pricing according to this RFP.

ARTICLE 6 – CONSTRUCTION SITES

Indicate at which site(s) your company will be available to offer your services. Place an “X” next to the site.

Las Vegas, NM - NMHU main campus _____

Raton, NM - NMHU site _____

Rio Rancho, NM – NMHU site _____

ARTICLE 7 – INVOICING AND PAYMENTS

Invoices are to include charges for material and labor separated out. Hourly rates and actual hours for each skill group are to be listed. 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 30 (thirty) days of receipt and the amount in question will be held until the issue(s) are resolved.

ARTICLE 8 - PERIOD OF PERFORMANCE AND OPTION TO RENEW

The contract term shall run for a period of 12 (twelve) months from the effective date of this Contract. NMHU reserves the option to renew the resultant contract for a period of up to 3 (three) 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 1 (one) year terms. Upon NMHU's request, the Contractor shall provide the University, at least 30 (thirty) days prior to the expiration of the contract, a price quote for the following 1 (one) year term along with supporting price justification for any price increases.

ARTICLE 9 – BONDING REQUIREMENTS

Commercial construction contractors must maintain a performance and payment bond equal to or greater than the amount of the project as provided on the project's quote and purchase order. The successful contractor shall furnish to NMHU copies of the performance bond prior to the commencement of the project work.

ARTICLE 10 – LICENSES & CERTIFICATIONS

Contractors are to provide to NMHU a copy of or the number(s) to their license(s) and/or certification(s).

ARTICLE 11 – PROPOSAL DUE DATE

Submit 4 (four) copies of your proposal in one sealed envelope to:

New Mexico Highlands University
Attn: Geraldine Chavez
Purchasing Department
1005 University Avenue
Las Vegas, New Mexico 87701

Proposals are due by **Monday, December 22, 2008**. On the cover of the sealed envelope provide the following statements to identify the bid and the category of your service proposal:

“Sealed Proposal **#847** Due **Monday, December 22, 2008**”
“Category _____”

ARTICLE 12 – CONTACTS

Greg Martinez, Project Manager, (505-454-3160); and Jorden Grimm, Facilities Services Operations & Capital Projects Manager (505-454-3491) have been designated as the contact persons for this RFP. No offeror may contact any University employee, officer or member of the Board of Regents other than Greg Martinez or Jorden Grimm regarding this RFP 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 RFP and that person's proposal may be rejected as a result.

ARTICLE 13 - HOURS OF OPERATION

The regular hours of service and/or delivery shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. NMHU holidays are defined below:

Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day After Thanksgiving Day; Martin Luther King, Jr.; and winter, spring, and New Year's break. The specific days off during the winter and spring breaks will be announced annually.

ARTICLE 14 - CONTRACT DOCUMENT

The RFP documents included in this packet constitute the Contract Document. The contractor's signature on the proposal, which includes the General and Supplemental Terms and Conditions, signifies a full understanding of the terms of the Contract and an agreement to perform the work under these terms if awarded the Contract. The award will be made in a Contract between NMHU and the Contractor.

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REQUEST FOR PROPOSAL NUMBER 847
DATE: TUESDAY, DECEMBER 9, 2008
TITLE: SMALL CONSTRUCTION PROJECTS ON-CALL**

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
1005 University Avenue
Las Vegas, New Mexico 87701
2. CANCELLATION: The University 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 the University.
3. CHANGES/ALTERATIONS AFTER AWARD: Changes or alterations after the award can only be made if agreed to in writing by the University.
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 contractor's equipment, excess materials and rubble.
5. 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.
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 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.
7. 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.
8. 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 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.

The University 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 Exhibit labeled "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 Request.
14. **NEW MATERIALS REQUIRED:** All materials and equipment delivered and/or installed under this Request shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where 2 (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.
15. **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 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.
16. **PERFORMANCE AND PAYMENT BOND:** A performance and payment bond in the amount of 100% (one-hundred percent) of the contract cost is required. The bonds must be executed by the offeror and a surety company authorized to do business in New Mexico or other suitable sureties approved by the State Board of Finance. The performance and payment bonds must be received by the buyer issuing the award within 7 (seven) days of the issuance of a purchase order for all projects under this RFP. These bonds shall be submitted in accordance with Section 13-4-18 NMSA, 1978.

17. **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 of equipment under this 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 the University on rentals under this Request unless these potential additional costs have been identified in the original offer.
18. **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.
19. **PROPOSAL NEGOTIATION:** Offerors 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 offerors who submit offers found to be reasonably likely to be selected for award.
20. **REFERENCES REQUIRED:** Offeror must furnish a minimum of 3 (three) references of organizations and/or businesses that the bidder has provided with similar services or items. The organization's name, a contact, telephone number and a brief description of the items and services provided are required for each reference. Failure to submit the information may result in your offer being considered as non-responsive. Offeror, by furnishing these references, agrees to allow the University to contact any persons and/or organizations listed, and to utilize information obtained in evaluation of offer.
21. **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.
22. **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.
23. **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.
24. **SITE FAMILIARITY:** The vendor shall be responsible for thoroughly inspecting the site(s) 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.

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25. **START UP SCHEDULE:** The vendor shall be available to begin work within 7 (seven) days of notification to begin and complete the work within the time frame stated in the quote. The individual with the authority to schedule the work will be designated by the University.
26. **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.
27. **STANDARD TERMS AND CONDITIONS:** New Mexico Highlands University's Standard Terms and Conditions are an equal and integral part of this Request.
28. **SUBCONTRACTORS:** Any work subcontracted by the vendor shall require the prior written approval of the subcontractor by the University.
29. **VENDOR GUARANTEE:** The vendor shall guarantee all materials, equipment and workmanship furnished and/or installed under this Request to be free of defects and shall agree to replace solely at his expense, any and all defective equipment, parts, etc. within a one year period after the date of acceptance of the items and/or installation by the University, unless otherwise agreed to in writing at time of the award.
30. **WARRANTY:** Provide warranty information when providing equipment or replacement parts for any project under this Request. A copy of the warranty should be submitted to the NMHU Facilities Services department.
31. **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 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 Contractor 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. Contractor'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:
Geraldine Chavez, Purchasing Department
903 University Street
Las Vegas, New Mexico 87701
(505)454-3443
Fax (505)454-3019

Any explanation desired by an offeror regarding meaning or interpretation of the RFP shall be requested in writing and with sufficient time allowed for return reply to reach offerors 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 stipulated within this RFP. Proposals found not to be in compliance will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values:

<u>DESCRIPTION</u>	<u>WEIGHT</u>
1.) Relevant Experience	25%
2.) Qualifications of Personnel	25%
3.) Ability to respond to NMHU's requests for proposal	25%
4.) Rate Schedule (<u>place in a separate sealed envelope</u>)	25%
TOTAL	<hr/> 100%

Submittal shall address the firm's capabilities for all of the criteria stated above. Proposals submitted by all contractors shall be evaluated based on the above criteria. Written submittal shall not exceed 5 (five) pages and should be concise, relevant, applicable and responsive. The following will not be counted towards the 5 (five) pages: the cover page, table of contents, campaign contribution disclosure form, and conflict of interest and debarment/suspension certification form.

NMHU reserves the right to select a short-list of contractors and may request that those contractors make a presentation to the University selection committee upon receipt of at least 48 (forty-eight) hours notice from the NMHU Purchasing Department.

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:** Offerer 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:** The University 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 the University.
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. **LATE SUBMISSIONS:** Late submissions of offers 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 offer is the only offer received. All other late submissions will be returned unopened.
10. **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 the University will be considered at any time it is received.
11. **NUMBER FOR OFFER CLARIFICATION:** The Offeror 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.
12. **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.
13. **REJECTION OF OFFERS:** The University 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 the University.
14. **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 the University. Returns shall only be made at the Offerors request and expense.
15. **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 offer. Applicable taxes are excluded from the Proposal evaluation. A non-taxable transaction certificate will be provided upon request.

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16. **TELEGRAPHIC OFFERS:** Telegraphic quotes will not be considered unless specifically authorized by the Buyer listed on the cover sheet. However, quotes may be modified by telegraphic notice, provided that the notice is received by the time and date specified for the closing.
17. **FOUR COPIES OF OFFER:** Please submit FOUR (4) copies of your offer and all supporting documents. Failure to submit four copies may result in your offer being considered non-responsive.
18. **WITHDRAWAL OF OFFERS:** Offers may be withdrawn by written notice, telegram or in person by an offeror 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 IV.

**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 _____

SECTION VI.

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 \$100,000.**

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	\$100,000. Each Occurrence
Property Damage Liability	\$100,000. 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 VII.

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 contractor must disclose whether they, a family member or a representative of the prospective contractor 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 contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor 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 contractor, a family member of the prospective contractor, or a representative of the prospective contractor 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 contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR 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 contractor 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 contractor**” 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 contractor**” 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 contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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

Date

Title (Position)