

**NEW MEXICO HIGHLANDS UNIVERSITY  
REQUEST FOR PROPOSAL #20-006-3  
On-Call Construction Services  
NIGP Codes 909-914**

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

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

1. SECTION I. CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS FORM
2. SECTION II. ADVERTISEMENT
3. SECTION III. STATEMENT OF WORK
4. SECTION IV. QUOTATION INSTRUCTION
5. SECTION V. GENERAL TERMS & CONDITIONS
6. SECTION VI. SUPPLEMENTAL TERMS AND CONDITIONS
7. SECTION VII. LIST OF SUBCONTRACTORS
8. SECTION VIII. INSURANCE REQUIREMENTS
9. SECTION IX. SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM
10. SECTION X. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**BID DUE DATE: TUESDAY, JUNE 9, 2020 AT 3:00 P.M.**  
**MOUNTAIN STANDARD TIME**

*Proposals will **not** be accepted via fax or e-mail submittal. NMHU is not responsible for problems or delays with the delivery, transmittal or receipt of proposals.*

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

Signed:

Authorized Proposer Representative:

\_\_\_\_\_

NMHU

Adam Bustos

Phone: (505) 454-3053

Fax: (505) 454-3109

Email: adambustos@nmhu.edu

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Proposer Telephone Number

\_\_\_\_\_

Proposer Email Address

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

**SECTION I.  
 CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS**

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

**RESIDENTIAL or VETERAN BUSINESS PREFERENCE:**

State of New Mexico Resident Business Certification No. \_\_\_\_\_ . Include a copy of your certificate with this RFP.

<b>Contact Information for Offer Clarification:</b>			
<b>NAME:</b>		<b>TITLE:</b>	
<b>TELEPHONE:</b>		<b>FAX:</b>	
<b>CELL:</b>		<b>EMAIL:</b>	

**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:\_\_\_\_\_

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

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

<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE:</b>			
<b>PRINTED OR TYPED NAME:</b>			
<b>TITLE:</b>		<b>DATE:</b>	
<b>PHONE:</b>		<b>EMAIL ADDRESS:</b>	

**Complete, sign and return this page with your offer.**

**SECTION II.  
ADVERTISEMENT**

**NEW MEXICO HIGHLANDS UNIVERSITY  
REQUEST FOR PROPOSAL #20-006-3  
On-Call Construction Services  
NIGP Codes 909-914**

New Mexico Highlands University (NMHU) will accept sealed proposals to establish On-Call Construction Services, on or before Tuesday, June 9, 2020 at 3:00P.M. local time (MST). Proposals are to be received by the NMHU Purchasing Department. Proposals received after that time will not be accepted.

NMHU is planning to establish contracts with Proposers pursuant to NMSA 13-1-154.1. A minimum of two or more proposers may be awarded per category.

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

**You can register online and submit response at:**

<http://www.nmhu.edu/purchasing-department/purchasing-department-information-for-vendors/> . Please click on “NMHU Bids” and follow instructions. Or, obtain documents by contacting Adam Bustos at [adambustos@nmhu.edu](mailto:adambustos@nmhu.edu)

NMHU reserves the right to waive irregularities and/or reject any or all proposals and/or make an award(s) in its best interest.

**SECTION III.  
STATEMENT OF WORKARTICLE 1**

Purpose: New Mexico Highlands University ("NMHU"), located in Las Vegas, New Mexico is interested in contracting with providers of On-Call Construction Services. The following categories will be include in RFP.

- A. Commercial General Construction licensed to perform in the State of New Mexico.
  - a. Repairs and renovations to existing buildings and infrastructure
  - b. Install and/or new structures
  - c. Provide services normally performed by licensed contractor
  - d. May include services listed in Article 1-B.C.D (below)
- B. Plumbing and Mechanical
  - a. Plumbing and mechanical testing, repairs, maintenance, and upgrades to buildings and infrastructure
  - b. Provide recommendations on corrective actions based on plumbing and mechanical conditions
  - c. Any other plumbing services licensed to perform in the State of New Mexico.
- C. Fencing
  - a. Install, repair, design, maintenance, and installation of all types of fencing qualified to perform in the State of New Mexico.
- D. Roofing
  - a. Install, repair, design, maintenance, and installation of all types of roofing licensed to perform in the State of New Mexico.
- E. Electrical
  - a. Install, repair, design, maintenance, and installation of all categories of electrical licensed to perform in the State of New Mexico.

Scope:

A. Mandatory Requirements:

- \_\_\_ Customer References: Dealer shall submit three (3) references of academic and/or corporate customer sites including the name of the contact person, address, telephone number for reference. References shall include the kind of services offered. NMHU shall make such investigations of references given and any others as deemed necessary to determine the ability of the Proposer to perform s promised, and the Proposer shall furnish NMHU all such information and data for this purpose as NMHU may request. NMHU reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy NMHU that such Proposer is qualified to carry out the Contract obligations.
- \_\_\_ Financial Stability: Proposer shall provide a business profile, which shall include the most recent audited financial statement; owner's name; business status; products/services offered; year business established; facility location; number of employees; 2018 annual gross volume of sales; 2019 gross volume of sales year-to-date; principal clients; area serviced; and major contracts, to show proof of financial stability and capability as a potential long-term Proposer. If this information is confidential, submit in a separately marked sealed envelope, which shall be kept separate from the

main portion of the proposal. Confidential materials are shown only to those NMHU personnel taking an immediate part in vendor selection.

## ARTICLE 2 – LICENSES AND REGISTRATIONS

At the time of the proposal opening, Proposer must have a valid State of New Mexico Contractor’s License. List your Contractor’s License number(s): \_\_\_\_\_ . Please provide all services provided and include subsequent pricing requested in Article 4 for each trade/service.

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

\_\_\_\_\_ .

## ARTICLE 3 – REQUIRED INFORMATION TO BE INCLUDED IN THE PROPOSAL

- A. List past projects your firm has completed that demonstrate relevant experience. Project locations, descriptions of projects, total contract cost including change orders, etc.
- B. List the qualifications of your staff which demonstrates their ability to complete work in their respective fields and state your firm’s ability to respond to NMHU’s projects under this RFP.
- C. Provide a list of services offered by your firm that you can provide under this RFP.

## ARTICLE 4 – PRICING (TO BE PLACED IN A SEPARATE SEALED ENVELOPE OR ATTACHMENT)

Points for price will be assigned by evaluating the Offerors ability to clearly define and communicate costs. The Offeror shall create and maintain a Unit Price Book (UPB) relative to services offered under the resultant contract. An UPB shall be updated annually in conjunction with the University representative, Offeror, and NMHU Purchasing. The University recognizes that traditional JOC software is expensive and does not always factor in locality accurately. We hope to create a UPB that is specific to the University and surrounding area that is mutually beneficial to both parties.

Indicate the hourly rate to be charged to NMHU for labor, equipment and materials for each service category your company offers. 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.

**If the following is not provided the proposal will be considered non-responsive.**

1. HOURLY LABOR RATES
2. EQUIPMENT HOURLY RATE CHARGES (the list below is an example, create a list with your equipment inventory)

- |                              |         |
|------------------------------|---------|
| a. <u>xx</u> Yard Dump Truck | \$xx.xx |
| b. Backhoe                   | \$xx.xx |
| c. Heavy Equipment           | \$xx.xx |
| d. Medium-sized Equipment    | \$xx.xx |

**3. MATERIALS**

When Proposer is providing materials NMHU will pay Proposer a fixed fee of the total cost, not including New Mexico Gross Receipts Tax (NMGRT). Fixed fee reimbursement cost will be one of the criterion for NMHU’s decision to award this RFP. Note, you may propose a different fee structure. Per state law, NMHU is unable to enter into a “cost plus” structure. Example: Proposer may propose that a \$5 fee is charge per \$100 to account for labor profit, and other overhead.

<u>Per Project Materials Cost Only</u>	<u>Fixed Fee Charge for Invoices</u>
Up to \$20,000.	_____ %
From \$20,001. to \$50,000.	_____ %
From \$50,001. to \$100,000.	_____ %
From \$100,001. to \$150,000.	_____ %
From \$150,001. to \$200,000.	_____ %
From \$200,001. to \$350,000.	_____ %
From \$350,001. to \$500,000.	_____ %
From \$500,001. to \$1,000,000.	_____ %

**For all projects under this RFP, Proposer will be responsible for providing receipts for the actual materials supplied. If these receipts are not supplied NMHU will not pay out these portions of invoices until the receipts are provided to NMHU and reviewed & accepted by NMHU staff. On invoices, Proposer must break out the materials, fees, and taxes separately.**

**4. OVERHEAD AND PROFIT**

Proposer will be allowed to charge NMHU for overhead and/or profit at a percentage approved from this RFP. All overhead and profit will be lumped together as one line-item called “overhead and profit”. The overhead and profit percentage fee will be one of the criterion for NMHU’s decision to award this RFP.

<u>Per Project Overhead and Profit Only</u>	<u>Overhead and Profit Markup</u>
Up to \$20,000.	_____ %
From \$20,001. to \$50,000.	_____ %
From \$50,001. to \$100,000.	_____ %
From \$100,001. to \$150,000.	_____ %
From \$150,001. to \$200,000.	_____ %
From \$200,001. to \$350,000.	_____ %
From \$350,001. to \$500,000.	_____ %
From \$500,001. to \$1,000,000.	_____ %

**5. PERFORMANCE AND PAYMENT BONDS**

Proposer is to provide a performance and payment bond in the amount of 100% of the total cost for all projects exceeding \$25,000 (twenty-five thousand dollars). The performance and payment bonds

are to be pursuant to section 13-4-18 through 13-4-20 (NMSA 1978).

Proposer may bill NMHU the total cost of the performance and payment bond, however may not add a markup to it.

**6. NEW MEXICO GROSS RECEIPTS TAX**

Proposer is to bill NMHU the current New Mexico gross receipts tax rate of Las Vegas, NM, or location of where services are performed. NMHU is not exempt from paying gross receipts tax on services, which include construction material.

**7. TRAVEL RELATED EXPENSES**

NMHU will not accept charges for travel related expenses, housing of staff and/or storage/security. If any of these charges are expected it is suggested that these costs be incorporated within the “Overhead and Profit” markup. Again, the “Overhead and Profit” markup will be included in the criterion rating.

**ARTICLE 5 – AWARD**

If an award is made, it will be made to the bidder(s) that completes all requirements set forth in the bidding documents of Request for Proposal 20-006-3. The lowest bid is based on the base bid only if no alternates are chosen by Owner for each category. If Owner chooses to add alternates to the award, the lowest bid will be based on the base bid plus the amounts for the alternates that are chosen. NMHU reserves the right to award to multiple proposers per category.

**ARTICLE 6 – CONTRACT VALUE**

Procurement through this request for proposal is not to exceed a total value of \$1,000,000 (one million dollars) per project, or \$10,000,000 over a three-year period per NMSA 13.1-154.1. All materials, equipment rental, travel, labor and overhead & profit costs of a project will be included within the project limit.

**ARTICLE 7 – STATE OF NEW MEXICO WAGE RATES**

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

**ARTICLE 8 – QUOTE DETAILS**

For all projects under this RFP Proposers must provide an itemized quote.

**Proposer must provide the following on all quotes:**

**Labor**

1. number of employees in each trade classification on the project
2. hourly rates including any fringe expenses

3. expected hours of each employee

#### **Materials**

1. expected materials costs-copies of actual receipts for materials are to be presented with the invoices

#### **Equipment**

1. type of equipment to be used on the project
2. hourly rates for each piece of equipment
3. expected hours of use of each piece of equipment

#### **Overhead and profit**

1. included in one line item

If NMHU staff find the quote acceptable a purchase order will be generated. After the purchase order is generated work may begin.

### **ARTICLE 9 – INVOICING AND PAYMENTS**

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

### **ARTICLE 10 - PERIOD OF PERFORMANCE AND OPTION TO RENEW**

The contract term shall run for a period of twelve (12) months from the effective date of this Contract. NMHU 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 NMHU. These renewal options will be exercised in one (1) year terms. Upon NMHU’s request, the Proposer shall provide NMHU, at least thirty (30) days prior to the expiration of the contract, a price quote for the following one (1) year term along with supporting price justification for any price increases.

### **ARTICLE 11 – LICENSES & CERTIFICATIONS**

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

### **ARTICLE 12 – PROPOSAL DUE DATE**

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

**"SEALED PROPOSAL #20-006-3 TO BE OPENED ON June 9, 2020, AT 3:00PM"**

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

**DELIVERY TO:**



**If via hand delivery:**

New Mexico Highlands University  
Attn: Purchasing Department-RFP #20-006-3  
903 University Avenue  
Las Vegas, NM 87701

**If via United States Postal Service:**

New Mexico Highlands University  
Attn: Purchasing Department-RFP #20-006-3  
P.O. Box 9000  
Las Vegas, NM 87701

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

New Mexico Highlands University  
Attn: Purchasing Department-RFP #20-006-3  
1005 Diamond Avenue  
Las Vegas, NM 87701

**If via electronic submittal:**

<http://www.nmhu.edu/purchasing-department/purchasing-department-information-for-vendors/> .

Please click on "NMHU Bids" and follow instructions.

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

**ARTICLE 13 - HOURS OF OPERATION**

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

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

**ARTICLE 14 - CONTRACT DOCUMENT**

The RFP documents included in this packet constitute the Contract Document. The Dealer'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 of the contract shall be made by the issuance of a purchase order by NMHU's Purchasing Department to the Proposer.

**ARTICLE 15 - CONTACTS**

Sylvia Baca and Adam Bustos have been designated as the contact persons for this Request for Proposal (RFP). No Proposer may contact any University employee, officer or member of the Board of Regents other than Mrs. Baca

and Mr. Bustos regarding this RFP through the date of the award of contract. Any Proposer who makes such unauthorized contact shall be deemed to have violated the terms and conditions of this RFP and that person's proposal may be rejected as a result.

Contact Persons:

Name, Title Sylvia Baca, Facilities Director  
Department Facilities Services  
Phone: 505-454-3260  
Email address: sbaca@nmhu.edu

Name, Title Adam Bustos, Purchasing Director  
Department Purchasing  
Phone: 505-454-3053  
Email address: adambustos@nmhu.edu

**SECTION IV.  
QUOTATION INSTRUCTIONS**

1. If you are unable to furnish a proposal, please so indicate on the request form and return it.
2. Execute a copy of the RFP cover page and the Proposer Representations/Certifications form and return them with your response. Your signature indicates your acceptance of all terms and conditions specified in this RFP. Any objection to terms must be made with your response with supporting reasons therefore. Proposer's printed terms and conditions of sale shall not be considered specific exceptions. Retain for your records the balance of the forms in the RFP package.
3. **ACKNOWLEDGEMENT OF ADDENDA:** Proposer shall acknowledge receipt of any addendum to this Request by identifying the addenda number and date in the space provided on the response form.
4. **CANCELLATION:** NMHU reserves the right to cancel without penalty, this Request, resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds or any other reason which is in the best interest of NMHU.
5. **CLARIFICATIONS:** Any clarification of instructions, terms and conditions, insurance, bonds, or quote preparation shall be made only by the Buyer shown on the cover page or the architect or engineer of record for this RFP. Clarifications must be in writing as an addenda to be considered as part of this RFP. Any explanation desired by a Proposer regarding meaning or interpretation of the RFP shall be requested in writing and with sufficient time allowed for return reply to reach Proposers before submission of proposals. Oral explanations or instructions shall not be binding.

Adam Bustos, Purchasing Department  
903 University Street  
Las Vegas, New Mexico 87701  
Phone: (505)454-3053  
Fax: (505)454-3109

6. **COPIES OF OFFER:** If not submitting electronically, 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.
7. **DURATION:** By accepting and signing the cover page, proposer acknowledges acceptance of all terms and conditions and affirms to all information contained in all material submitted and is valid and will remain so for at least sixty (60) days after the final due date of this RFP.
8. **EVALUATION CRITERIA:**  
**All proposals shall be reviewed for compliance with the mandatory requirements as stipulated within this RFP. Proposals found not to be in compliance will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values:**

<u>Description</u>	<u>Weight</u>
<u>References</u>	<u>30</u>
<u>Past performance</u>	<u>25</u>
<u>Ability to Respond</u>	<u>25</u>
<u>Cost</u>	<u>20</u>

Total 100%

9. **LATE SUBMISSIONS:** Late submissions of offers will not be considered unless it is determined by NMHU that the late receipt was due solely to mishandling by NMHU after receipt by NMHU or the offer is the only offer received. All other late submissions will be returned unopened.
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 NMHU will be considered at any time it is received.
11. **NUMBER FOR OFFER CLARIFICATION:** The Proposer should include a local or toll-free number for quote clarifications. Failure to do so may result in the offer being classified as non-responsive.
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:** NMHU reserves the right to award offers based on price and any other evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interest of NMHU.

**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 #20-006-3 TO BE OPENED ON TUESDAY, JUNE 9 AT 3:00 PM"**

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

**SHIP TO:**

**If via hand delivery:**

New Mexico Highlands University  
Attn: Purchasing Department-RFP 20-006-3  
903 University Avenue  
Las Vegas, NM 87701

**If via United States Postal Service:**

New Mexico Highlands University  
Attn: Purchasing Department-RFP 20-006-3  
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1005 Diamond Avenue  
Las Vegas, NM 87701

**If via electronic submittal:**

<http://www.nmhu.edu/purchasing-department/purchasing-department-information-for-vendors/> .

Please click on "NMHU Bids" and follow instructions.

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

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 NMHU. Returns shall only be made at the Proposers request and expense.
15. **TAXES:** NMHU is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on materials, except construction materials used by a Proposer. Services are not exempt. Taxes on services should be included as a separate line item and not included in your base price offer. Applicable taxes are excluded from the Proposal evaluation. A non-taxable transaction certificate will be provided upon request.
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. **WITHDRAWAL OF OFFERS:** Offers may be withdrawn by written notice, telegram or in person by an Proposer or an authorized representative any time prior to the award. Offers requiring bid security will result in forfeiture of the security if the offer is withdrawn following the opening.

**SECTION V.  
GENERAL TERMS AND CONDITIONS**

**SUBSECTION I. NMHU GENERAL TERMS AND CONDITIONS**

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

NMHU may by written notice terminate this order in whole or in part for Seller's default if seller refuses or fails to comply with the provision of this order, or so fails to make progress as to endanger performance and does not cure such failures within a reasonable period of time. In such event, NMHU may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by NMHU

thereby, including incidental and consequential damages.

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

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

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

7. **AFFIRMATIVE ACTION:** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; communicate this policy in both English and Spanish to all persons concerned within his company, with outside recruitment services and the minority community at large; to provide NMHU on request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with NMHU his policies and practices relating to his affirmative action program.
8. **INDEMNIFICATION AND INSURANCE:** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of NMHU. Seller shall indemnify and hold harmless NMHU, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleges personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action.  
  
Seller agrees that it and its subcontractors will maintain public liability and property insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of NMHU.
9. **PATENT AND COPYRIGHT INDEMNITY:** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold NMHU harmless from any cost, expense, damage, or loss resulting therefrom.
10. **DISCOUNTS:** Prompt payment discounts will not be considered in computing the low bid. Any discount time will not begin until the materials, supplies or services have been received and accepted and correct invoice received by NMHU's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.
11. **PENALTIES:** The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its

violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. **TITLE AND DELIVERY:** Title to the materials and supplies passed hereunder shall pass to NMHU at the F.O.B. point specified subject to the right of NMHU to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from NMHU's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.
13. **OTHER APPLICABLE LAWS:** Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

NMHU reserves all administrative, contractual, and legal remedies against the Proposer or vendor who breaches any of the contract terms.



**SECTION VI.**

**SUPPLEMENTAL TERMS AND CONDITIONS**

**The purchases of materials and/or services awarded under this Request for Proposal are subject to the New Mexico Highlands University Standard Terms and Conditions and Supplemental Terms and Conditions and all information and statements contained in this Request for Proposal. Proposers may submit alternate terms and conditions; however, NMHU reserves the right to reject the language if it is considered to not be in the best interest of NMHU.**

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

New Mexico Highlands University  
Purchasing Department  
903 University Avenue  
Las Vegas, New Mexico 87701

**BID SECURITY:** Bid security shall be required in a bond equal to 5% of the offered cost. The bond shall be provided by a surety company authorized to do business in the State of New Mexico. The bid security will be returned to the successful bidder upon completion of the work. The bid security of the unsuccessful bidders will be returned upon award of the contract. Bid security of any bidder who withdraws their offer following the opening but prior to the award, may be retained by NMHU.

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

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

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

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

**CLEAN UP:** It is the vendor's responsibility that the job site be kept clean and free of rubble while work is performed under this contract. Upon completion of the work, all areas shall be cleared of all Proposer's equipment, excess materials and rubble.

**CONFLICT OF INTEREST:** Proposer warrants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of services required under this Invitation. Proposer shall comply with the provisions of Section 10-16-12, NMSA, 1978 in disclosing such interests.

**DAMAGE AND SECURITY OF NMHU PROPERTY:** The vendor shall be responsible for all damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents and/or subcontractors. He shall save and keep harmless NMHU against any and all loss, cost, damage, claims, expense or liability in connection with performance of this contract. Any equipment or facilities damaged by the vendor's operations shall be repaired and/or restored to their original condition at the vendor's expense, including but not limited to cleaning and painting.

The vendor shall be responsible for security of all his equipment and for the protection of work done under this contract until final acceptance of the work.

**DELIVERY DATE:** Delivery is an important consideration and is a factor in determining the award. If you can not meet the delivery date stated on the cover sheet, please state your earliest delivery date in your offer.

**DISRUPTION OF NORMAL ACTIVITY:** All work shall be performed so as not to interfere with normal NMHU activities. When it is necessary to disrupt normal activities, the schedule of work and the areas to be affected must be approved by NMHU's authorized representative prior to commencement of the work.

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

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

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

**FINANCIAL STATEMENT REQUIRED:** All bidders are required to submit with their bid a Financial Statement from the end of their most recent fiscal year.

**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.

**GOVERNMENT CONTRACT:** If this Request is part of a subcontract under a U.S. Government Prime Contract. Section 2 and Section 3 of the Standard Terms and Conditions of NMHU Purchase Order apply to this Request and any resultant contract.

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

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

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

**LICENSES/PERMITS/EASEMENTS:** The vendor shall be responsible for obtaining his expense, all easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the work under this RFP.

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

**LIQUIDATED DAMAGES:** The Proposer agrees to pay NMHU an amount equal to \$50.00 per day for each calendar day past the completion date specified in this contract that completion or delivery is delayed. NMHU may subtract this amount from any monies due to the vendor.

**OPTION TO RENEW:** 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 NMHU. These renewal options will be exercised in increments as indicated in the bid specifications, or if not stated, in one-year terms.

**OSHA REGULATIONS:** The vendor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this Request. The vendor shall defend, indemnify and hold NMHU free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines and penalties, judgements, court costs and attorneys fees.

**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.

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

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

**POTENTIAL COSTS-UNSPECIFIED:** The vendor shall include in his offer all material and labor costs known to be required to complete the work under this Request including any materials, labor or other costs

that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the price proposal.

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

**REFERENCES REQUIRED:** Proposer must furnish a minimum of three (3) 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. Proposer, by furnishing these references, agrees to allow NMHU to contact any persons and/or organizations listed, and to utilize information obtained in evaluation of offer.

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

**REQUEST IS ENTIRE AGREEMENT:** This Request constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered nor amended in any way except as provided for in this Request.

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

**SCHEDULE DELAYS:** If after the award, the vendor becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule, the vendor must immediately notify the buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the vendor of its contractual obligations: however, failure to notify NMHU promptly will be a basis for determining the vendor responsibility in an otherwise excusable delay.

**SEVERABILITY:** If any items or terms of this RFP or resultant contract are held to be unenforceable, the remainder of the agreement and RFP shall still apply.

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

**SITE INSPECTION:** The site(s) referenced in this document are available for inspection. Arrangements can be made by contacting the individual listed on the cover sheet.

**SITE FAMILIARITY:** The vendor shall be responsible for thoroughly inspecting the site and work to be done prior to submission of a bid. The vendor warrants by this submission that he has thoroughly inspected the site and work to be done and that his offer includes all costs required to complete the work. The failure of the vendor of the vendor is to be fully informed regarding the requirements of this Request will not constitute grounds for any claim, demand for adjustment or the withdrawal of a quote after the opening.

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

**STATE AND LOCAL ORDINANCES:** The vendor shall perform work under this contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the vendor. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The vendor shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

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

**SUBCONTRACTORS:** Any work subcontracted by the vendor shall require the prior written approval of the subcontractor by NMHU.

**TAX SEGREGATION (CONSTRUCTION RELATED PROJECTS):** If desired by NMHU, and In the performance of the construction related services under this solicitation, the Seller agrees to work with and cooperate with NMHU's tax cost segregation consultant. NMHU's tax cost segregation consultant will be responsible for coordination, oversight and analysis of the effective application of New Mexico gross receipts tax for each general contractor involved with the construction projects at NMHU. Such services of the segregation consultant will be performed in accordance with New Mexico Statutes and relative regulations governing the application of New Mexico gross receipts tax to tangible personal property acquisition made by NMHU for various construction projects.

**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).

**USED EQUIPMENT OFFERS:** Offers of used equipment will be considered. Vendors must provide the following information for any used equipment offered: age, condition, previous owner (name & phone), warranty and details of reconditioning, if any. An independent appraisal, paid for by the Proposer, will be required on all used equipment with a cost of more than \$5,000.00 prior to the award.

**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 NMHU, unless otherwise agreed to in writing at time of the award.

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

**WAGE RATES:** Jobs with an estimated cost >\$60,000 done under this Request will subject to Public

Works Minimum Wage Act (13-4-11 thru 14-4-17, +NMSA, 1978) and per exhibit labelled "Wage Act". Minimum wages will be supplied at time of award or may be obtained from the Labor and Industrial Commission, 1596 Pacheco Street, Santa Fe, NM 87501.

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

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

**SECTION VII.  
LIST OF SUBCONTRACTORS  
(When submitting quotes off of Contract)**

Listing Threshold for this RFP: **\$50,000** (1/2 of 1% of estimated max single contract)

The following subcontractors, sub-subcontractors, will work on and/or furnish material on the construction of the above named project if my bid is accepted. "General Contractor" is inserted over all headings for which no subcontractor will be let. "None" is inserted under items which are not applicable. This is a requirement of the New Mexico Procurement Act along with the "Subcontractors Fair Practices Act." Failure to list all subcontractors by name and location of place of business will automatically label the Bid as non-responsive and will result in the disqualification of the Bid.

1. Do not list material suppliers.
2. With failure to list a subcontractor, the general contractor represents that he is duly qualified to perform that portion of the work.
3. By entering "**no bids received**" or "**no bid**" on this document, the general contractor represents that he is fully qualified to perform that portion of the work.
4. For items which are not applicable list "**none**".
5. List only one subcontractor per subcontract. List subcontractors for base bid only.

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Subcontract Item	Installer Name Address
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---

EXCAVATION

name  
address

---

EARTHWORK

name  
address

---

DEMOLITION

name  
address

---

CONCRETE REINFORCEMENT

name  
address

---

CONCRETE

name  
address

---

Subcontract  
Item

Installer Name  
Address

---

CAST STONE MASONRY

name  
address

---

ROUGH CARPENTRY

name  
address

---

INSULATION

name  
address

---

METAL ROOFING

name  
address

---

SEALANTS

name  
address

---

HOLLOW METAL DOORS & FRAMES

name  
address

---

WOOD DOORS

name  
address

---

DOOR HARDWARE

name  
address

---

ALUMINUM WINDOWS

name  
address

---

GLAZING

name  
address

---

GYPSUM BOARD

name  
address



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Subcontract Item	Installer Name Address
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---

RESILIENT TILE FLOORS

name  
address

---

PAINTING

name  
address

---

FIRE EXTINGUISHERS

name  
address

---

CASEWORK

name  
address

---

SHEET METAL

name  
address

---

MECHANICAL CONTRACTOR

name  
address

---

ELECTRICAL CONTRACTOR

name  
address

---

FIRE ALARM

name  
address

---

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

---

name  
address

---

name  
address

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**SECTION VIII.  
 INSURANCE REQUIREMENTS**

CERTIFICATES OF INSURANCE:

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

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

COMPENSATION INSURANCE:

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

PROPOSER'S PUBLIC LIABILITY INSURANCE

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

<u>Type</u>	<u>Limits of Liability</u>
Bodily Injury Liability	\$500,000. Each Occurrence \$500,000. Annual Aggregate
Property Damage Liability	\$500,000. Each Occurrence \$500,000. Annual Aggregate
	OR
Combined Single Limit Bodily Injury and Property Damage Liability	\$500,000. Each Occurrence \$500,000. Annual Aggregate

PROPOSER'S VEHICLE LIABILITY INSURANCE

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

<u>Type</u>	<u>Limits of Liability</u>
Bodily Injury Liability	\$500,000. Each Occurrence
Property Damage Liability	\$500,000. Each Occurrence

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

INSURANCE:

The Proposer shall either:

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

GENERAL:

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

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

**SECTION IX.  
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 X.**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

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

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

The following definitions apply:

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

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

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

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

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

entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Proposer: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

--OR--

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

\_\_\_\_\_  
SIGNATURE TITLE DATE