

NEW MEXICO HIGHLANDS UNIVERSITY
INVITATION FOR BID (IFB)
21001- CONNOR HALL WINDOW REPLACEMENT
NIGP code 90937

Products: Window Replacement, Connor Residence Hall, B-Wing, Site Visit is Wednesday, 18 November 2020, 10:00 AM MST (Las Vegas, NM Time)		
Date IFB Issued: Friday, November 13, 2020	Date IFB Due: Friday, November 27, 2020 <u>PRIOR to 3:00 PM LOCAL TIME</u>	
NMHU Sole Point-of-Contact: Ron Lopez Director of Purchasing	Phone Number: 505-426-2061	Email: ronaldlopez@nmhu.edu

1. Introduction

New Mexico Highlands University (NMHU) is seeking submission of bids for the NMHU Connor Residence Hall B-Wing Window Replacement described below, pursuant to the terms and conditions of this Invitation for Bid (IFB). By issuing this IFB, NMHU is neither entering into a contract with you, nor making an offer. Bidder (Bidder) shall not receive any rights whatsoever from submitting a Bid (Bid).

Any bid submitted by Bidder shall represent a firm offer to provide the Work in accordance with NMHU’s terms and conditions supplied with this bid, unless Bidder includes its explicit objections to such terms and conditions with its response to this IFB. NMHU will review the objections and may approve changes that are in its best interest.

During the period of the bidding, your POC will be limited to Ron Lopez in NMHU’s Purchasing Department. Mr. Lopez has been designated as the contact person for this IFB. No Bidder may contact any NMHU employee, officer or member of the Board of Regents other than Ron Lopez regarding this IFB through the date of the Award. Any Bidder who makes such unauthorized contact shall be deemed to have violated the terms and conditions of this IFB and Bidder’s bid may be rejected as a result. Questions regarding the IFB should be submitted in writing or email to the POC. Every effort will be made to respond to your questions within three (3) business days of their receipt. The question and response will be shared with all Bidders, with personal information removed to ensure anonymity. Bidder is to not rely on any oral representations or modifications made by POC or other NMHU staff.

BID SUBMITTAL FORM

By signing below Bidder agrees to be bound by all terms and conditions of this IFB, its attachments, subsequent addendums and its Bid. Bidder also agrees to understand and comply with all local, state and federal codes, laws and regulations which govern the Work to be performed by the successful Bidder. This form is to be signed by an authorized representative of the company. It is to be completed in its entirety and the original is to be submitted with your bid.

Company Name

Name

Title

Signature

Date

Provide point of contact of Bidder:

Name

Title

Mailing Address (City, State, Zip)

Telephone Number

Fax Number

Email

II. SCOPE OF WORK

Perform the Work as described in this IFB, its attachments, subsequent addendums, and subsequent change orders. Option I is anticipated to occur between July 2021-December 2021.

1. Remove and install thirty-six (36) NMHU-Furnished: existing dorm-room (energy efficient) windows, 96" x 54", bronze frames with Low E glass, single hung/fixed single hung
2. Remove and install new, energy efficient storefront frames and glass windows below; all windows will be NMHU-provided:
 - QTY: 1 - 76" x 76" bronze anodized storefront frames with low E glass (4 panel)
 - QTY: 2 - 84" x 76" x SAME
 - QTY: 1 - 92" x 76" x SAME
 - QTY: 1 - Storefront door/frame narrow stile w/deadbolt, cut down custom height
 - QTY: 1 - 72" x 132" (6 LITE)
 - QTY: 1 - 136" x 94" picture window with awning windows below
 - QTY: 1 - 184" x 94" fixed tops with awnings on bottom row
 - QTY: 1 - 72" x 156" (6 LITE)
3. OPTION I. Remove and install thirty-six (36) contractor-provided 96" x 54" existing dorm-room (all windows must be Energy Star rated and double paned) windows, bronze frames with Low E glass, single hung/fixed single hung.
4. OPTION I. Remove and install new, energy efficient storefront frames and glass windows below, all windows will be Contractor-Furnished and must be Energy Star rated and double paned:
 - QTY: 1 - 94x177 bronze anodized store front frames with low E glass
 - QTY: 1 - 84x76 x SAME
 - QTY: 1 - 71x75 x SAME
 - QTY: 1 - 71x132 x SAME
 - QTY: 1 - 94x216 with 2) bottom windows that open, frames should be bronze anodized with Low E glass.
 - QTY: 1 - 73x156 frames should be bronze anodized with Low E glass.
 - QTY: 1 - 94x184 with 2) bottom windows that open, frames should be bronze anodized with Low E glass.
5. NMHU Facilities Staff will deliver windows to worksite and unpack; NMHU Recycling Center will pick up packaging materials for disposal of all windows.
6. NMHU Recycling Center will pick up old windows for disposal.
7. The Period of Performance will be approximately 40 days, and is anticipated to commence on 1 December. The Option, if exercised, will be for performance July 2021 through December 2021. The University may exercise the Option anytime during this period, without preliminary notice.
8. COVID-19 Instructions/Site Visit: Site Visit location is Connor Hall which is located at 900 Columbia Avenue (1.5 blocks west of the intersection of 8th Street and Columbia Avenue). Site

Visitors will meet at Connor Hall C Wing and be controlled in groups of 5, escorted by NMHU personnel.

NMHU requires all visitors/contractors participate in a COVID-19 safety training. Contractors can take NMHU training or demonstrate that they have taken a COVID safety course with their own company. Contractors can provide a certificate of their training to EOCTraining@nmhu.edu. Please identify what company you represent in your email to [EOCTraining](mailto:EOCTraining@nmhu.edu). NMHU Visitor/Contractor COVID -19 training can be found at: [https://rise.articulate.com/share/dNpQ872OZs4DiiVp7Jw4gyGaeB1iy7EJ#/
MASKS ARE REQUIRED.](https://rise.articulate.com/share/dNpQ872OZs4DiiVp7Jw4gyGaeB1iy7EJ#/)

III. BONDS

A.) Bid Security Bond. A Bid Bond is required in the amount no less than five percent (5%) of the amount bid by the Bidder. The bid bond is to be provided by a surety company authorized to do business in this state or may be provided in the form of a cashier's check.

B.) Performance Bond. The Successful Bidder is to provide a performance bond satisfactory to NMHU executed by a surety company authorized to do business in the State of New Mexico and said surety is to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or NMHU. The amount of the performance bond is to be equivalent to one-hundred percent (100%) of the contract award.

C.) Payment Bond. The Successful Bidder is to provide a performance bond satisfactory to NMHU executed by a surety company authorized to do business in the State of New Mexico and said surety is to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or NMHU. The amount of the performance bond is to be equivalent to one-hundred percent (100%) of the contract award.

D.) Bids shall reflect State Wage Rates and include the appropriate bonds.

IV. SITE VISIT

A mandatory site visit will be held on Wednesday, November 18, 2020 at 10:00 AM at 900 Columbia Avenue, Las Vegas, NM.

V. GENERAL REQUIREMENTS

SUBMIT THE FOLLOWING WITH YOUR BID. NMHU encourages the Bid Submittal Forms (Attachment 1) be one document/file and Attachments 2 through 5, as applicable be combined into a second document/file. Material Submittal Literature may be provided as a third document/file.

1. Bid Submittal Form (Attachment 1-1 and 1-2)
2. New Mexico Resident Preference Number or Veterans Preference Form (Attachment 2)
3. Addendum Acknowledgement Form (Attachment 3)
4. Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 4)
5. Resident Veterans Preference Certification Form-If Applicable (Attachment 5)

6. Campaign Contribution Disclosure Form (Attachment 6)
7. Material Submittals; Offerors must submitted Material Literature for the Contractor Provided Windows to be provided under the Option.
8. Bid Submittal Form (Page 2)

VI. DELIVERY OF BID

All bids must be submitted in a SEALED envelope or via the Vendor Registry website. Bidders are highly encouraged to submit their bids prices and documents on-line due to COVID accessibilities. Please write on the sealed envelope containing your bid the following, if using sealed envelope:

"SEALED BID # 21001 TO BE OPENED ON 27 November 2020 at 3:00 PM" at the Purchasing Office, 903 University Avenue, Las Vegas, NM COVID-19 Instructions for Attendance Apply.

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

DELIVER MAY BE MADE AS FOLLOWS:

- 1.) If via hand delivery: (Purchasing Building under remodel, deliver to University Post Office; hand delivery not available after 5:00 PM on 25 November to University Post Office)**
New Mexico Highlands University
Student Union Building, SUB-130
Attn: Invitation for Bid 21001
800 National Avenue
Las Vegas, NM 87701
- 2.) If via United States Postal Service: (hand delivery not available after 5:00 PM 25 November to University Post Office)**
New Mexico Highlands University
Attn: Invitation for Bid 21001
P.O. Box 9000
Las Vegas, NM 87701
- 3.) If via FedEx, United Parcel Service, or any other carrier:**
New Mexico Highlands University
Attn: Invitation for Bid 21001
1005 Diamond Avenue
Las Vegas, NM 87701

3.) Via Online Portal

You may download and submit a response to this ITB using the online portal provided by NMHU Purchasing. Please contact purchasing@nmhu.edu with any questions. Your point of contact is Ron Lopez 505-426-2061. Use of this Portal for submittal is encouraged in view of COVID-19 accesses.

NMHU is not responsible for problems with lost, missing, or late Bids. It is the responsibility of the Bidder to ensure prompt delivery of their Bid. NMHU will reject any Bid received after the bid due date and time as identified above, unless it is determined by the Purchasing Agent that the delay in receipt of the Bid is due to error by NMHU staff.

VII. OPENING OF BIDS

Bids will be opened at the NMHU Purchasing Department building, or other specified location if building not accessible. The opening will be open to the public with the Bids being opened and read at that time.

VIII. AWARD OF BID

NMHU will award to the lowest responsible Bidder of each bid lot, after Bid Verification and Determination of Responsibility of Offeror.

IX. STATE PROCUREMENT STATUTES

Bidder must comply with all state procurement statutes pursuant to §13-1-1 through §131-199 N.M.S.A. 1978 and §13-4-1 through §13-4-43 N.M.S.A. 1978.

X. LOCAL, STATE AND FEDERAL LAWS

It is the responsibility of the Bidder to complete their Work and provide products that comply with all local, state and federal laws.

XI. ADDITIONAL TERMS AND CONDITIONS Attachments 1 through 5 and all subsequent addendums are incorporated into this IFB.

**ATTACHMENT 1-1
Connor Hall, C-Wing**

NMHU shall pay the successful Bidder on a Firm-Fixed Price (FFP) basis. This is an all-or-none bid. NMGRT will be added to the award purchase order. **Write out the Bid amount in both words and figures. If the figures do not match the figure in words, the figure will be considered the Bid amount.** Bidders must bid each lot for a responsive bid; if bid is Zero (no charge) for that lot, so state, or if bid is no bid, state "no bid"

Bid Lot #1- Labor for Window Removal and Window Replacement, Connor Residence Hall C-Wing (Compliant with Labor Laws)

_____ (Dollars)
(\$) _____

Bid Lot #2- Price of Materials (Fasteners, etc)

_____ (Dollars)
(\$) _____

Bid Lot #3- Price of Travel, if applicable

_____ (Dollars)
(\$) _____

Bid Lot #4- Price of Equipment rental, if appropriate (i.e. Scissor Lift for 2nd and 3rd Floor, or other equipment needs. (Please specify)

_____ (Dollars)
(\$) _____
(Other Equipment) _____

Bid Lot #5 Price of Performance and Payment Bonds

_____ (Dollars)
(\$) _____

Bid Lot #6 New Mexico Gross Receipts Tax (NMGRT)

_____ (Dollars)
(\$) _____

(Lot #1-6 Total) (\$) _____

ATTACHMENT 1-2
OPTION – Connor Hall, B-Wing

NMHU shall pay the successful Bidder on a Firm-Fixed Price (FFP) basis. This is an all-or-none bid. NMGRT will be added to the award purchase order. **Write out the Bid amount in both words and figures. If the figures do not match the figure in words, the figure will be considered the Bid amount.** Bidders must bid this Option for a Responsive Bid. If bid is Zero (no charge) for that lot, so state, or if bid is no bid, state “no bid”

Bid Lot #7- Labor for Window Removal and Window Replacement, Connor Residence Hall B-Wing (Compliant with Labor Laws)

_____ (Dollars)

(\$) _____

Bid Lot #8- Price of Materials, (i.e. Windows, Fasteners, etc)

_____ (Dollars)

(\$) _____

Bid Lot #9- Price of Travel, if applicable

_____ (Dollars)

(\$) _____

Bid Lot #10- Price of Equipment rental, if appropriate (i.e. Scissor Lift for 2nd and 3rd Floor, or other equipment needs. (Please specify)

_____ (Dollars)

(\$) _____

(Other Equipment) _____

Bid Lot #11 Price of Performance and Payment Bonds

_____ (Dollars)

(\$) _____

Bid Lot #12 New Mexico Gross Receipts Tax (NMGRT)

_____ (Dollars)

(\$) _____

(Lot #7-12 Total) (\$) _____

ATTACHMENT 2

**NEW MEXICO RESIDENT PREFERENCE NUMBER OR
VETERANS PREFERENCE NUMBER**

- 1.) A Bidder with a valid **Residential Preference Certificate** will have his bid amount multiplied by .95 (95%) for comparison basis. This gives him an advantage of 5% against other Bidders which do not have a Residential Preference Certificate.
- 2.) A Bidder with a valid **Residential Veterans Preference Certificate** will have his bid amount:
 - a.) With annual revenues of \$1M or less are to receive a 10% preference discount and his bid amount will be multiplied by .90 (90%).
 - b.) With annual revenues of more than \$1M but less than \$5M are to receive an 8% preference discount and his bid amount will be multiplied by .92 (92%).
 - c.) With annual revenues of more than \$5M are to receive a 7% preference discount and his bid amount will be multiplied by .93 (93%).
- 3.) The Residential Veterans Preference and Residential Preference are not cumulative.
- 4.) If Bidder has a State of New Mexico Residential Preference Certificate or Residential Veterans Preference Certificate, in order to receive the preference, Bidder is to submit a copy of the Certificate.
- 5.) If the Bidder with a Preference Certificate is awarded the Bid NMHU will pay the full amount that was Bid, not the amount used for comparison basis.

NM RESIDENT PREFERENCE NUMBER OR RESIDENT VETERANS PREFERENCE NUMBER (if applicable):

ATTACHMENT 4

**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 Contractor or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Regent’s interest is less than one percent of the Contractor).

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

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

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

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

Signature: _____ Title: _____

Name Typed: _____ Date: _____

Company: _____ City _____

Address: _____ State: _____ Zip _____

ATTACHMENT 5

RESIDENT VETERANS PREFERENCE CERTIFICATION FORM

_____ (NAME OF CONTRACTOR/BIDDER) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one only

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

_____ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1, and ending on December 31, the following to be true and accurate: "In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections §131-21 or §13-1-22 N.M.S.A. 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be. "I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award of the procurement involved if the statements are proven to be incorrect.

ATTACHMENT 6
Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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.

Name(s) of Applicable Public Official(s) if any:

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

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)

(Attach extra pages if necessary)

ATTACHMENT 7**GENERAL TERMS AND CONDITIONS**

I. **INSPECTION:** NMHU may inspect, at any reasonable time, any part of Contractor'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.

II. **WARRANTIES:** Contractor warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. All applicable UCC warranties, express or implied are incorporated herein.

III. **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 Contractor to correct without charge (including, but not limited to restocking and shipping costs) within a reasonable time. Contractor shall reimburse NMHU for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment, Contractor 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.

IV. **ASSIGNMENT:** This order is assignable by NMHU. Except as to any payment due hereunder, this order is not assignable by Contractor without written approval of NMHU.

V. **CHANGES:** NMHU may make changes within the general scope of this order by giving notice to Contractor 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 Contractor shall be recognized without written approval of NMHU. Any claim of Contractor for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Contractor of notification of such change unless NMHU waives this condition. Nothing in this Paragraph shall excuse Contractor from proceeding with performance of the order as changed hereunder.

VI. **TERMINATION AND DELAYS:** NMHU may be written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. NMHU shall pay Contractor 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 Contractor, 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 Contractor's actual cost, and may not include anticipated profits.

NMHU may by written notice terminate this order in whole or in part for Contractor's default if Contractor 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 Contractor shall be liable for damages suffered by NMHU thereby, including incidental and consequential damages.

If after notice of termination, NMHU determines Contractor was not in default, or if Contractor'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 "Contractor" includes Contractor and his subcontractors/subsuppliers at any tier.

VII. AFFIRMATIVE ACTION: Contractor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Contractor 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.

VIII. INDEMNIFICATION AND INSURANCE: Contractor 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 Contractor, 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. Contractor 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 alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action.

Contractor 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.

IX. PATENT AND COPYRIGHT INDEMNITY: Contractor 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, Contractor shall indemnify and hold NMHU harmless from any cost, expense, damage, or loss resulting therefrom.

X. 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.

XI. **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.

XII. **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, Contractor 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.

XIII. **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.

XIV. **OPTION.** An Option is a Unilateral Right of the University to exercise for additional quantity/work that is specified on this IFB/Contract in accordance with the stipulated prices and terms, in the time period specified. The Option represents anticipated work, however, the University may or may not exercise the option.

ATTACHMENT 8

NEW MEXICO HIGHLANDS UNIVERSITY INVITATION FOR BID 21001

New Mexico Highlands University (NMHU) will accept bids for the Connor Residence Hall Window Replacement. All bids must be received by NMHU's Purchasing Department on or before Friday, November 27, 2020 by 3:00 P.M. local time. Bids will be opened and read publicly. Bids received after that time will not be accepted.

A mandatory site visit will be held at 10:00 A.M. local time on Wednesday, November 18, 2020 at 900 Columbia Avenue, Las Vegas, NM.

The bid documents can be obtained at <https://www.nmhu.edu/purchasing> . or at <https://vrapp.vendorregistry.com/> You are encouraged to download and submit a response to this IFB using the online portal provided by NMHU Purchasing. Bidders are encouraged to upload their response documents in three files; (1) the Bid Price Sheets, and (2) the Attachments, and (3) Materials Submittal Literature. Please contact purchasing@nmhu.edu with any questions. Your point of contact is Ron Lopez 505-426-2061.

All bids shall comply with the New Mexico Procurement Code, and applicable Federal, State and local laws.

NMHU reserves the right to waive irregularities, reject any or all bids, cancel this invitation for bid for any reason and at any time, and/or award the project in its best interest.