

	Invitation to Bid IFB # 1888R	IFB Title	Welding Equipment
		Issue Date	January 17, 2023
		Closing Date & Time	January 26, 2023 Time: 2:00 PM Local Time
		Mail Sealed Bids To	Eastern New Mexico University- Roswell 52 University Blvd. Roswell, NM 88203
		Buyer Technical Clarification	Charlee Merchant 575-624-7007 Scott Davis 575-562-2425

Eastern New Mexico University-Roswell invites you to submit a bid on the material and/or services in the attached Invitation for Bid. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, terms and conditions and specifications of this Invitation may result in your bid being classified as unresponsive. Bids must be submitted to the above address no later than the time and date specified above. New Mexico criminal law prohibits bribes, gratuities and kickbacks.

BID SUBMITTAL

Each bid must be submitted to the Purchasing Department on the prescribed form. Bidders are to comply with all instructions, specifications, terms and conditions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or type written. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. An authorized representative of the company must sign all bids. Identify bid clearly on the package or envelope. Improper identification may result in premature opening or failure to consider the bid.

TABLE OF CONTENTS	
Section I	Instruction to Bidders
Section II	Commodity and/or Service Cost Response Form
Section III	Scope of Work/ Specifications
Section IV	ITB Standard Terms and Conditions
Response Form, also includes	
Exhibit A	Conflict of Interest/Debarment Form
Exhibit B	Campaign Contribution Disclosure Form
Exhibit C	New Mexico Preference

OTHER REQUIREMENTS APPLICABLE TO BID (if checked)
<input checked="" type="checkbox"/> Product or Service Warranty Information
<input type="checkbox"/> Samples
<input checked="" type="checkbox"/> If bidding "or Equal to", complete specifications for fair evaluation
<input checked="" type="checkbox"/> No Substitutions
<input type="checkbox"/> Insurance Required of Successful Bidder (see requirements Exhibit D)
<input type="checkbox"/> 5% Bid Bond and 100% Performance Bond shall be required
<input checked="" type="checkbox"/> Other: A NON - MANDATORY pre-bid conference will be held January 19, 2023 at 2:00 P.M.

OTHER INFORMATION	
Number of Copies:	Original only
Freight Terms:	FOB DESTINATION- FRT INCLUDED
Payment Terms:	NET 30 DAYS
Advertised:	

TERMS AND CONDITIONS

The purchase of materials and/or services awarded under this invitation is subject to the University's Terms and Conditions and all information and statements contained in this Invitation for Bid. All terms and conditions of this Invitation of Bid will remain unchanged for the duration of the contract and will supersede and take precedence over any vendor agreement forms. Additional or different terms proposed by the vendor are hereby rejected.

BIDDER MUST FILL IN AND SIGN:

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

NAME OF FIRM, COMPANY: _____

ADDRESS: _____
Street City State Zip

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED OR TYPED NAME: _____ TITLE: _____

DATE: _____ PHONE: _____ FAX _____ E-MAIL _____

NM Residential Preference Certificate, enclosed? yes no
Conflict of Interest/Debarment completed and enclosed? yes no
Campaign Contribution Disclosure Form completed? yes no
Residence Veterans Preference Certification Form, signed if applicable? yes no

Bidder acknowledges receipt of the following **Addenda**: (please check) One () Two () Three () Four ()

SECTION I – INSTRUCTION TO BIDDERS

1. **AGREEMENT.** This Invitation for Bid governs any quote and selection process. Submission of an offeror in response to this Invitation constitutes acceptance of all the Invitation's terms and conditions. The terms and conditions of this Invitation may not be modified, altered, nor amended in any way by any quote. Any such modification, alteration, or amendment shall be considered to be a request for modification, alteration, or amendment, which request shall be deemed denied unless specifically accepted in writing by the University.

2. **AMENDMENT ACKNOWLEDGEMENT.** By submitted an Offer you acknowledge you have reviewed all Buyer attachments and amendments changes and you are familiar with all of the conditions surrounding the described materials, labor and/or services. Offeror hereby agrees to furnish all labor, materials, and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this IFB and at prices stated within the Offer.

3. **ALTERNATE OFFERS.** Alternate offers will be accepted and considered provided they are "equal to" and meet all specifications of this IFB which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. ENMU reserves the right to make the final determination whether or not an alternate offer is equal. It is the Offeror's responsibility to provide, as part of the offer, descriptive literature, specifications and information on all alternate products and services offered. References of current users should be included. If the item(s) or service(s) offered are not clearly identified as alternate item(s) or services, it is understood that the offer is for item(s) and service exactly as specified in this IFB.

4. **AWARD INFORMATION.** Award information will be posted in the reception area of the Purchasing Department and on the Eastern New Mexico University - Roswell Supplier Portal "Vendor Registry".

5. **AWARDS.** Award(s) will be made to the lowest responsible and responsive Bidder(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors. The University reserves the right (1) to award bids received on the basis of individual item(s), or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof, (3) to waive any or all technicality or irregularities in the bid(s) and (4) to accept the bid(s) that is deemed most advantageous to the University. ****Alternate bids will be considered only if the bidder is successful on the base bid. Offers with two base bids will be disqualified.** Base bid must be identified as prime bid.

6. **BRAND NAMES.** It is intended that bid specifications permit maximum competition. Brand names or model numbers, where used, are for reference as to standard of character, quality and/or operation and are not indicative of preference on the part of the University. Equal item(s) will be considered, provided the bid clearly describes the item by brand, model number, level of quality or any other appropriate criteria. Descriptive literature must be included for bid evaluation purposes. Include sample(s) if specifically requested. Samples, when requested must be furnished free of expense. If not destroyed in examination they will be returned to the bidder, on request at his/her expense. Failure to provide this information may disqualify your bid. Determination by the University as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated, it shall be understood that the bidder is quoting as specified.

7. **BID DISTRIBUTION.** Eastern New Mexico University – Roswell officially distributes bidding documents from the Purchasing Office. Only those vendors who obtain bidding documents from the Purchasing Office are guaranteed to receive addendum information, if such information is issued. If bidding requirements are not met, vendor's bid submittal will be considered non-responsive.

8. **CAMPAIGN CONTRIBUTION DISCLOSURE FORM.** Offeror **MUST** complete, sign, and return the Campaign Contribution Disclosure Form, EXHIBIT B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in the offeror being considered non-responsive.

9. **CANCELLATION.** The University reserves the right to cancel without penalty, this Invitation, the resultant purchase order or any portion thereof for unsatisfactory performance or unavailability of funds.

10. **CASH DISCOUNTS.** The University will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.

11. **CONFLICT OF INTEREST FORM:** Offeror is **required** to sign the attached SUPPLIER CONFLICT OF INTEREST AND DEBARMENT AND SUSPENSION CERTIFICATION FORM (Exhibit A). Failure to provide the University with a completed Conflict of Interest Form may result in the offer being considered non-responsive.

12. **CLARIFICATIONS.** Any clarification of instructions, terms and conditions, insurance, bonds, or quote preparation shall be made only by the Buyer shown on this Invitation. Technical clarifications should be addressed to the individual identified on the Invitation. Clarifications must be in writing as an addendum to be considered as part of this Invitation. Clarification of bidding procedures may be made by contacting Eastern New Mexico University -Purchasing Department at purchasing@roswell.enmu.edu.

13. **FOB DESTINATION.** Goods are to be delivered to the destination designated by the user, which is the point at which the user accepts ownership or title to the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. destination may cause a bid to be declared non-responsive.
14. **LATE SUBMISSION.** Late submissions of quotes will not be considered unless it is determined by the University that the late receipt was due solely to mishandling by the University after receipt by the University or the quote is the only quote received. All other late submissions will be returned unopened.
15. **MODIFICATIONS.** Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the bid submittal may be requested by the Buyer following the opening.
16. **PERIOD FOR OFFER ACCEPTANCE.** Offeror agrees that any offer made submitted will be good for a period of ninety (90) calendar days or such additional time set forth in the Scope of Work.
17. **PROTEST.** Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest the University Purchasing Department. The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrence, giving rise thereto.
18. **PUBLIC INFORMATION:** All information, except that classified as confidential, will become public information at the time that the Bid is opened. As a state institution, ENMU is subject to the NM Inspection of Public Records Act (IPRA) so unless there is an exception under the law, documents in the University's possession are subject to review by any member of the public. 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.
19. **REJECTION OF BIDS.** The University reserves the right to make an award based on the evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interest of the University.
20. **RIGHT TO WAIVE MINOR IRREGULARITIES.** The selection committee reserves the right to waive minor irregularities. The selection committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the selection committee.
21. **TAXES.** The University is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services, lease of property or items purchased for a construction project for which a gross receipt's tax amount is identified should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the ITB evaluation. A non-taxable transaction certificate is available upon request by contacting the ENMU Purchasing Department at purchasing@roswell.enmu.edu. ENMU NM CRS Number: [01-507049-002](tel:01-507049-002) and FIN: [85-6000286](tel:85-6000286).
22. **WITHDRAWAL OF OFFERS.** Offers may be withdrawn electronically by an Offeror or an authorized representative at any time prior to the submittal due date and time by submitting them to purchasing@roswell.enmu.edu attention to the Buyer identified on this IFB.
23. **RECEIPT AND OPENING OF BIDS.** Bids must be prepared and submitted on this form in accordance with provisions hereof. The University reserves the right to reject all bids if all bids exceed the available funds. *Bids received after the specified time for the opening of bids shall not be considered and will be returned unopened.* Exception: A late bid may be considered for award if it is the only bid received. Procurement law requires sealed bids or proposals. Therefore, the University cannot accept bids, which are transmitted using facsimile equipment. However, telegraphic or bids sent via FAX to a third party and delivered in a sealed envelope to the Purchasing Department are to be received by the date and time shown in the bid, will be accepted for consideration. Amendments or addenda that do not refer to pricing or to the transmittal of supplemental product literature, drawings and the like maybe accepted via FAX. Please refer the specific situation to the buyer for clarification before proceeding. Bids will be opened "publicly" at the Purchasing Department, unless otherwise designated in the bid. **NOTE: EVEN THOUGH THIS SOLICITATION HAS BEEN FAXED OR E-MAILED TO YOUR COMPANY, OUR NM PROCUREMENT LAW REQUIRES SEALED BID RESPONSES.**
24. **RESIDENT BUSINESS, RESIDENT CONTRACTOR AND RESIDENT VETERAN PREFERENCE CERTIFICATION.** To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, you *MUST* submit with your proposal/bid a copy of a valid resident contractor certificate issued by the New Mexico Taxation and/or Revenue Department as well as a completed and signed "**Resident Veteran Preference Certification**" form to be considered.
25. **SUBMISSIONS OF DRAWINGS/LITERATURE.** The submission of samples, drawings and literature to be used in the evaluation of the bid, must be made by the closing date and time to be considered. All submissions shall be made at no expense to the University. Returns shall only be made at the Offeror's request and expense.

SECTION II – COST RESPONSE FORM

[This section left blank for your cost Response.](#)

SECTION III – SCOPE OF WORK/SPECIFICATIONS

The ENMU-Roswell Welding department is seeking to purchase a quantity of 40, Lincoln Electric Aspect 230 AC/DC Air Cooled One-Pak with order number K4341-1. These units are to be in ENMU-Roswell possession on or before April 28th, 2023. These are to be sent directly or delivered to Eastern New Mexico University-Roswell at 52 University Blvd. Roswell, NM 88203.

SECTION IV – INVITATION TO BID (ITB) STANDARD TERMS AND CONDITIONS

The General Terms and Conditions on the reverse side of ENMU's purchase order (**) are an equal and integral part of this Invitation to Bid (ITB).

The terms, conditions and specifications contained in this ITB shall be incorporated into all purchase orders issued as a result of this ITB, including any addenda. ENMU reserves the right to negotiate with a successful Bidder (Contractor) provisions in addition to those stipulated in this ITB. The contents of the successful Bidder's bid submittal may be incorporated into an award agreement.

Should a Bidder object to any of the ENMU Standard Terms and Conditions, that Bidder must propose specific alternative language for ENMU's review and consideration. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to ENMU and may result in disqualification of the Bidder's bid submittal. Bidders must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. Any proposed changes to the terms and conditions incorporated and/or attached to this ITB, must be stated in Bidder's bid submittal in a Section marked "PROPOSED ALTERNATIVE TERMS AND CONDITIONS." Bidders are cautioned that any changes to the terms and conditions that are NOT stated in the ITB response will not be entertained by ENMU at a later date. Any provisions in any bid submittal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict with any provisions of this ITB or the resultant contract, will be ineffective and inapplicable.

ENMU reserves the right to reject a bid submittal on the basis that the proposed compromising language cannot be accepted by ENMU. Any additional terms and conditions which may be the subject of negotiation will be discussed only between ENMU and the successful Bidder and shall not be deemed an opportunity to amend the Bidder's bid submittal.

NOTE: An Awardee of a Price Agreement established with ENMU has the opportunity to market a resultant Price Agreement to other local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

1. ****ACCEPTANCE AND REJECTION:** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the University is entitled to revoke acceptance of them the University may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the University's option. Seller shall reimburse the University for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.
2. **ADDRESSES FOR NOTICES:** Any notice required to be given or which may be given under this ITB or a resultant contract shall be in writing and delivered in person or via first class mail.
Address if notice delivered by first class mail:
Eastern New Mexico University – Roswell Purchasing Department
52 University Blvd
Roswell, NM 88203
Address if notice delivered to physical location:
Eastern New Mexico University – Roswell Purchasing Department
52 University Blvd.
Roswell, NM 88203
3. ****AGREEMENT:** Any resultant Purchase Order award as a result of this solicitation shall be the sole and entire Agreement between the parties; any documents incorporated into a resultant purchase agreement will be listed explicitly on the front side of the Purchase Order, or incorporated by implication by the terms of this ITB. Any terms inconsistent with or in addition to this ITB proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.
4. ****APPLICABLE LAW:** The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, 38-3-1 (G). By execution of this Agreement, Seller acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
5. ****ASSIGNMENT:** This Purchase Order is assignable by the University, except as to any payment due hereunder, this Purchase Order is not assignable by Seller without written approval from the University.
6. **BID NEGOTIATION:** Bidders submitting quotes will not be afforded an opportunity for discussion and revision of quotes.

7. **** CHANGES:** The University may make changes within the general scope of this Purchase 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 Purchase Order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of the University. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order as changed hereunder.
8. **CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after an award can only be made if agreed to in writing by the University.
9. ****CONFLICT OF INTEREST:** Seller warrants that he/she has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Seller shall comply with the provisions of Section 10-16-12 NMSA 1978, which require disclosure of the Office of the Secretary of the State of amounts received under state contracts when and if such provisions become applicable.
10. **CONFLICT OF INTEREST FORM:** Offeror is required to sign the attached SUPPLIER CONFLICT OF INTEREST AND DEBARMENT AND SUSPENSION CERTIFICATION FORM (Exhibit A). Failure to provide the University with a completed Conflict of Interest Form may result in the offer being considered non-responsive.
11. **DAMAGE AND SECURITY OF ENMU PROPERTY:** The Offeror shall be responsible for all damage to persons or property that occurs as a result of Offeror's fault or negligence, or that of any of his employees, agents and/or subcontractors. The Offeror shall save and keep harmless the University against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment or facilities damaged by the Offeror's operations shall be repaired and/or restored to their original condition at the Offeror's expense, including but not limited to cleaning and painting.
12. ****CONDITIONS OF ITEMS:** Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.
13. **DISCLOSURE OF BID SUBMITTAL CONTENTS:** The bid submittals will be kept confidential until after a contract award has been made. At that time, all bid submittals and documents pertaining to the bid submittals will be open to the public, except for the material that is proprietary or confidential. The University will not disclose or make public any pages of a bid submittal on which the Seller has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the bid submittal in order to facilitate eventual public inspection of the non-confidential portion of the bid submittal. Confidential data is normally restricted to confidential financial information concerning the Seller's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products bid or the cost of services proposed shall not be designated as proprietary or confidential information. If a request is received for disclosure of data for which a Seller has made a written request for confidentiality, the University shall examine the Seller's request and make a written determination that specifies which portions of the bid submittal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the bid submittal will be disclosed. The bid submittal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
14. ****DISCOUNTS:** If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice received by the University's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.
15. **DISRUPTION OF NORMAL ACTIVITY:** All work shall be performed so as not to interfere with normal University activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by the University's authorized representative prior to commencement of the work.
16. **ECCN REPORTING REQUIREMENT:** Bidder acknowledges that providing goods and services under any resultant Purchase Order/Agreement is subject to compliance with all applicable United States laws, regulations, or orders, including those that may relate to the export of technical data or equipment, such as International Traffic in Arms Regulations ("ITAR") and/or Export Administration Act/Regulations ("EAR"). Bidder agrees to comply with all such laws, regulations and orders as currently in effect or hereafter amended. Bidder shall not disclose any export-controlled information, or provide any export-controlled equipment or materials to ENMU without prior written notice. In the event that ENMU agrees to receive such export-controlled information, equipment or materials, Bidder shall: (i) include the Export Control Classification Number (ECCN) on the packing documentation, and, (ii) **send an electronic copy of the ECCN number and packing documentation to: purchasing@roswell.enmu.edu.**
17. **ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS:** Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined

in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

18. **EMPLOYEE CERTIFICATION:** The Seller and all Seller's employees utilized on the work to be performed under this ITB must have the proper certification(s) and license(s) to comply with State and Local requirements in regard to the work to be performed under this ITB. The Seller shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs covered under this ITB.

19. ****EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** In performing the services required under this Purchase Order, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

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

21. ****F.O.B.:** Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is the address designated on this Purchase Order.

22. ****FORCED MAJEURE:** A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

23. **FOREIGN PAYMENTS:** Payment for services performed by a foreign individual or a foreign corporation while in the US may be subject to 30% tax withholding per IRS Publication 515.

24. **GRAHAM-LEACH-BLILEY ACT:** Pursuant to the Gramm-Leach-Bliley Act and the regulations set forth at 16 CFR Part 314, Eastern New Mexico ("University") requires its Service Providers to implement and maintain appropriate safeguards for the protection of Customer Information. Accordingly, the Service Provider shall implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of confidential Customer Information that it creates, receives, maintains, or transmits on behalf of the University. In addition, the Service Provider will require and ensure that any of its agents, sub-contractors, or sub-consultants, to which it provides confidential Customer Information of the University, implement appropriate security measures to protect confidential Customer Information of the University.

Service Provider shall not use or disclose covered data and information received from or created on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University. Upon becoming aware of a security breach in which University Customer Information is used or disclosed in a manner not authorized or covered by this Agreement, including any reasonable belief that an unauthorized individual has accessed a database containing covered data and information, or in violation of any applicable state or federal laws, Service Provider will report to the University any security incident immediately upon being aware of such a breach and take such corrective steps/action to remedy the breach as requested by the University and required by law.

Upon termination, cancellation, expiration or other conclusion of this Agreement, Service Provider shall return to the University covered Customer Information and data unless the University requests in writing that such Customer Information and data be destroyed. Service Provider shall complete such return or destruction not less than 30 days after the conclusion of this Agreement. Within such 30-day period, Service Provider shall certify in writing to the University that such return or destruction has been completed. To the extent return or destruction is not feasible; this Agreement shall remain in full force and effect.

Service Provider means any person or entity that receives, maintains, processes, or otherwise is permitted access to Customer Information through its direct provision of services to a financial institution. The Gramm-Leach-Bliley Act broadly defines "financial institution" as any institution engaging in the financial activities enumerated under the Bank Holding Company Act of 1956, including "making, acquiring, brokering, or servicing loans" and "collection agency services". Because higher education institutions participate in financial activities, such as processing student financial aid and student loans, FTC regulations consider them financial institutions for purposes of the Gramm-Leach-Bliley Act.

Customer Information means any record containing nonpublic information as defined in 16 CFR 313.3(n), about a customer of a Financial Institution, whether in paper, electronic or other form that the University has obtained from a customer in the process of offering a financial product or service including offering student aid and loans to students as defined in 12 CFR 225.28. Any and all

Customer Information provided by the University to the Service Provider or which the Service Provider acquires through its own efforts in rendering or providing any goods or services under this Agreement, shall be considered confidential and held in strict confidence and shall only be released to the Service Provider's own personnel, agents, sub-contractors and sub-consultants only to the extent necessary to provide or perform the goods and/or services required by this Agreement. Such information shall not be released by the Service Provider to any other person or organization without the prior written consent and approval of the University.

25. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** The parties agree to enter into a mutually acceptable amendment to this Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date by which hospitals are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.

26. ****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 goods delivered by Seller or 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 the University. Seller shall indemnify, defend and hold harmless the University, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller will also indemnify, defend and hold harmless the University against any joint and several liabilities imposed against the University with respect to strict products liability claims attributable to the fault of the Seller.

Seller agrees that it and its subcontractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under this Purchase Order on premises occupied by or under the control of the University. The liability of the University will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 Et Seq. NMSA 1978, as amended.

27. ****INDEPENDENT BUSINESS:** Neither Seller nor any of its agents shall be treated as an employee of the University for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all Federal, State and Local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Purchase Order. Seller further declares that it is engaged in the same or similar activities for other clients and that the University is not Seller's sole or only client or customer.

28. ****INSPECTION:** The University may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of this Purchase Order. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or Inspection procedures required by the Specifications.

29. **INSPECTIONS, SELLER:** The Seller shall be responsible for securing at Seller's expense, all required inspections to comply with Federal, State and/or Local regulations governing the work performed under the ITB.

30. ****INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this purchase order or its attachments.

31. **INSURANCE REQUIREMENTS:** (if applicable) The Seller is required to carry insurance that meets the requirements in the Exhibit labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. Seller must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under an agreement. Insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. This ITB Number must appear on the Certificate of Insurance.

32. **LICENSES/PERMITS/EASEMENTS:** The seller shall be responsible for obtaining, at his Seller's expense, all easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the work under this ITB.

33. **MINIMUM WAGE RATES AND PAYROLL SUBMITTALS:** For all federally funded construction projects greater than \$2,000.00, the contractor and all subcontractors and their tiers shall deliver or mail legible copies of the certified weekly payrolls for all costs/services invoiced for the project awarded resulting from this ITB/RFP to the appropriate oversight agency and ENMU's Office of Capital Projects. The Contractor shall certify that all payrolls submitted meet or exceed the applicable wage determination as shown in this ITB/RFP. Contractor shall be responsible for the collection and submittal of all certified payrolls and shall retain a copy of all payrolls for a period of 3 years from the completion of the project. A copy of all certified payrolls shall be sent weekly to ENMU Office of Capital Projects. The Contractor shall be responsible for labeling each submittal with the project name; payroll period; and contractor and/or subcontractor name; each employee's full name and social security number, address and zip code, birth date, sex and occupation, time and day of when employees work week begins, hours worked each day, total hours worked each workweek, basis on which employee's

wages are paid, regular hourly pay rate, total daily or weekly straight-time earnings, total overtime earnings for the workweek, all additions to or deductions from the employee's wages, date of payment and the pay period covered by the payment.

34. **OPTION TO RENEW:** The University reserves the option to renew the resultant contract if such renewal is mutually agreed to and found to be in the best interest of the University. These renewal options will be exercised in increments as indicated in the proposal specifications, or if not stated, in one-year terms. The contract shall not exceed the years allowed by law for all renewals.

35. **OTHER APPLICABLE LAWS:** Any provision required to be included in a purchase order 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.

36. **OWNERSHIP:** Ownership of Documents – All documents which are prepared by the Vendor/Contractor or any member of the consulting team that form a part of its services under this Agreement are the sole property of the Eastern New Mexico University – Roswell and such works may not be reproduced nor distributed without the express written consent of the Eastern New Mexico University – Roswell and shall be delivered to ENMU-R upon termination and or completion of this Agreement if ENMU-R so requests. The vendor/Contractor shall be responsible for the protection and/or replacement of any original documents in its possession. ENMU-R shall receive all original drawings and the Vendor/Contractor shall retain a reproducible copy.

Work Made for Hire – For the consideration payable under this Agreement, the work product required by this Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States applicable common law and corresponding laws of other countries. ENMU-R shall have the sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to ENMU and shall require all members of the consulting team to agree in writing that they assign all right, title and interest in work product required by the Agreement to ENMU-R.

Inventions – For consideration payable under this Agreement, the Vendor/Contractor agrees to report any invention arising out of the Work required by this Agreement to ENMU. ENMU shall have sole right and authority to seek statutory patent protection under United States and Foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor/Contractor or member of the consulting team as part of the performance of Work. The Vendor/Contractor hereby assigns all right, title and interest in and to inventions made in the course of the Work to ENMU and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Vendor/Contractor shall require all members of the Consulting Team to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment of inventions arising out of the Work required by this Agreement to ENMU.

Survival of Provision – This provision shall survive expiration and termination of this Agreement.

37. ****PACKAGING, SHIPPING AND INVOICING:** The Agency's purchasing document number and the Seller's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing ticket. The Seller's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every completed shipment. Invoices must be submitted to the University as directed on the Purchase Order.

38. ****PATENT AND COPYRIGHT INDEMNITY:** Seller shall indemnify, defend and hold harmless the University against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.

39. ****PAYMENT TERMS:** Upon written request from Seller for payment, the University shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month as set forth in Section 13-1-158 NMSA 1978.

40. **PAYROLL OR EMPLOYMENT TAXES:** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the University with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.

41. ****PENALTIES:** The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.

42. **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 to in writing.

43. **SELLER'S EMPLOYEES AND AGENTS:** Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the University. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the University as a result of this Purchase Order.
44. **SELLER GUARANTEE:** The Seller shall guarantee all materials, equipment and workmanship furnished and/or installed under this ITB to be free of defects and shall agree to replace solely at Seller's expense, any and all defective equipment, parts, etc., within a one-year period after the date of acceptance of the items and/or installation by the University, unless otherwise agreed to in writing at time of the award.
45. **STATE AND LOCAL ORDINANCES:** The Seller shall perform work under the resultant 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 Seller. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Seller 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.
46. ****TERMINATION AND DELAYS:** The University may by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. The University shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by the University, with respect to the undelivered or unaccepted portion of this Purchase Order provided compensation hereunder shall in no event exceed the total Purchase Order price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits. The University shall not be liable for consequential damages. The University may by written notice terminate this Purchase Order in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this Purchase Order or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the University may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the University thereby, including incidental and consequential damages. If after notice of termination, the University determines Seller was not in default, or if Seller's default is due to failure of the University, termination shall be deemed for the convenience of the University. The rights and remedies of the University provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.
47. ****TITLE AND DELIVERY:** Title to the materials and supplies passed hereunder shall pass to the University upon acceptance at the FOB point specified, subject to the right of the University to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the University's Purchasing Department. Time is of the essence and the Purchase Order is subject to termination for failure to deliver on time.
48. ****WARRANTIES:** Seller warrants the goods and/or services furnished to be exactly as specified in this Purchase 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 and implied are incorporated herein. If equipment is installed, a manufacturer's standard warranty will be applicable.
49. **WARRANTY:** Please state the warranty for equipment to be supplied under this ITB. A copy of the warranty should be included in your submission.
50. ****WORKERS COMPENSATION.** No insurance will be obtained by the University on account of Seller's or its employees or agents. Seller shall comply with the Workers' Compensation laws with respect to Seller and Seller's employees and agents.

EXHIBIT A – CONFLICT OF INTEREST and DEBARMENT/SUSPENSION CERTIFICATE FORM

THE FOLLOWING MUST BE CERTIFIED IF THIS CONTRACT IS \$20,000 OR GREATER

CONFLICT OF INTEREST

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or Regent of Eastern New Mexico University – Roswell (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Eastern New Mexico University employee, Regent or close relative, with the exception of the person(s) identified below. 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 controlling interest in Vendor, please identify the legislator: _____ List below the names(s) of any Eastern New Mexico University employee, Regent or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the Vendor. _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that 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 proposal debarment from any Agency. The Vendor agrees to provide immediate notice to Eastern New Mexico 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 proposal 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 and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____ Title: _____ Date: _____

Name Typed: _____ Company Name: _____

Address: _____ City/State/Zip: _____

THE FOLLOWING MUST BE CERTIFIED IF THIS CONTRACT IS \$100,000 OR GREATER

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (September, 2005)

- (a) In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, including in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his/her knowledge and belief that on or after; December 23, 1989
 - 1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his/her behalf in connection with the awarding of any Federal contract.
 - 2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his/her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - 3. He/she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APPR 1991) and CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT 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: _____ Date: _____

Name Typed: _____ Company Name: _____

Address: _____ City/State/Zip: _____

EXHIBIT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:	_____
Relation to Prospective Contractor:	_____
Name of Applicable Public Official:	_____
Date Contribution(s) Made:	_____
Amount(s) of Contribution(s)	_____
Nature of Contribution(s)	_____
Purpose of Contribution(s)	_____

(Attach extra pages if necessary)

Signature _____ Date _____

—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)

EXHIBIT C - NEW MEXICO PREFERENCES

PART I: New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended)

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5% (5 points).

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point is 10% (10 points)

To ensure adequate consideration and application of NMSA 1978, § 13-1-21, Bidders **MUST** include a copy of their resident business preference certificate in this bid. In addition, for resident Veterans Preference, the attached certification Form (Exhibit C) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

PART II: Veterans Preference Certification Form

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

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

Please check one box 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 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 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 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 NMSA 1978, § 13-1-21 or 13-1-22, 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 or termination of award of the procurement involved if the statements are proven to be incorrect.

EXHIBIT D – INSURANCE REQUIREMENTS**Insurance**

If the services contemplated under this Agreement will be performed on Agency's property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming Eastern New Mexico-Board of Regents "policy holder" to this Agreement as additional insured. Reference **IFB 1888R** and mail to ENMU-Purchasing Department, 52 University Blvd, Roswell, NM 88203.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer's liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. Umbrella: \$1,000,000.

Contractor shall maintain the above insurance for the term of this Agreement and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.