

**THE UNIVERSITY OF NEW MEXICO
PURCHASING DEPARTMENT
MSC01 1240, 1 UNM
ALBUQUERQUE, NM 87131-0001**

Request For Proposal Number: RFP-1287-9 Offer Due By: June 22, 2009 5:00PM

TITLE: Architectural/Engineering Design Services – Centennial Engineering Center: Nanotechnology and Biotechnology Center

The University of New Mexico (“UNM”) invites you to submit an offer electronically using LoboSource at <http://www.unm.edu/~purch/lobosource.html> for the material(s) and/or service(s) for the following Request for Proposal (RFP). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this RFP may result in your offer being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

FOR NON-ELECTRONIC OFFER SUBMITTALS

Offers must be submitted to the above address no later than the time and date specified above. All information must be entered in ink or typed and corrections must be initialed.

Offers must be in a sealed envelope and must be clearly marked with the RFP Number and Opening Date (see Offer Due By date above) in the lower left hand corner. Failure to mark the sealed envelope may result in the Offer being opened early or the Offer being declared non-responsive. ***Note: Offerors who are not registered in LoboSource will not receive electronic notifications for addenda to RFP and must request a hardcopy of documents from the UNM Purchasing Department.***

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UNM CONTACT INFORMATION

Buyer: Ron Mattingly
Telephone: 505-277-1733
E-mail: rmatting@unm.edu

TECHNICAL CONTACT INFORMATION

Name: Robert Meyer
Telephone: 505-277-1563

OTHER INFORMATION

Number of submittals required: Eight (8)
Terms: NET 30

TERMS AND CONDITIONS

The purchase of any material(s) and/or service(s) awarded under this RFP are subject to the specifications and to UNM’s Standard Terms and Conditions. Offerors may submit alternate terms and conditions; however, UNM reserves the right to reject the language if it is considered to not be in the best interest of UNM.

THE FOLLOWING OFFEROR INFORMATION MUST BE COMPLETED AND RETURNED WITH THE OFFER:

SMALL & SMALL DISADVANTAGED BUSINESS CERTIFICATION FORM (INCLUDED)

Please note that the information requested on the certification form is for reporting purposes only and will not be used in evaluating or awarding an agreement.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

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

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

The undersigned, as an authorized representative for the Company named below, acknowledges that the offeror has examined this RFP with its related documents and is 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 RFP and at the prices stated within the offer.

The undersigned further states that the company submitting this offer is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this RFP.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

SECTION I

INSTRUCTIONS TO OFFERORS

1. **ACKNOWLEDGEMENT OF ADDENDA:** Offerors shall acknowledge receipt of any addenda of this RFP by identifying the addendums number and date in the space provided on the response form.
2. **ALTERNATE OFFERS:** Alternate offers will be accepted and considered provided they are “equal to” and meet all specifications of this RFP which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. The University reserves the right to make the final determination of whether an alternate offer is equal. It is the Offeror’s responsibility to provide, as part of the offer, descriptive literature and specification information on all alternate offered. References of current users should be included. If the item(s) offered are not clearly identified as alternate item(s), it is understood that the offer is for item(s) exactly as specified in this RFP.
3. **AWARD INFORMATION:** Award information will be posted electronically on the UNM Purchasing Department web site: <http://www.unm.edu/~purch/lobosource.html>
4. **CANCELLATION:** The University reserves the right to cancel without penalty, thisRFP, the resultant purchase order, or any portion there for convenience, unsatisfactory performance, or unavailability of funds.
5. **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.
6. **CLARIFICATIONS:** Any clarification of instructions, terms and conditions, insurance, bonds, or offer preparation shall be made only by the Contract Specialists stated on the cover sheet of this RFP. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in writing and submitted as an addendum to be considered as part of this RFP.
7. **COPIES OF OFFER:** If submitting by hard copy, please submit the number of hard copies of your offer as stated on the cover sheet along with all supporting documents. Proposal submitted via LoboSource must be in PDF format.
8. **LATE SUBMISSIONS:** Late submissions of offers will not be considered unless it is determined by the University that the late receipt was due solely to mishandling by the University or the offer is the only offer received. Late submissions will be returned unopened.
9. **MODIFICATIONS:** Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the offer may be requested by the Contract Specialists following the opening.
10. **OFFEROR CLARIFICATION:** The Offeror should include a local or toll-free number and e-mail address for offer clarifications. Failure to do so may result in the offer being classified as non-responsive.

11. PERIOD FOR OFFER ACCEPTANCE: Offeror agrees that any offer made will be good for a period of sixty (60)-calendar days, an additional time period may be requested in the RFP Scope of Work.

12. PUBLIC INFORMATION: All information, except that classified as confidential, will become public information at the time that the RFP is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential. (UNM Purchasing Regulations 11.6.3.)

13. REJECTION OF OFFERS: 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.

14. SUBMISSIONS OF DRAWINGS/LITERATURE: The submission of samples, drawings and literature to be used in the evaluation of the offer, must be submitted by the designated closing date and time in order to be considered. All submissions shall be made at no expense to the University. Returns shall only be made at the Offers request and expense. Submissions made via LoboSource shall be in PDF format.

15. 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 should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A non-taxable transaction certificate is available on the UNM Purchasing Department web site: <http://www.unm.edu/~purch/> .

16. WITHDRAWAL OF OFFERS: Offers may be withdrawn by written notice, electronically or in person by an Offeror or an authorized representative at any time prior to the award. Offerors requiring bid security will result in forfeiture of the security if the offer is withdrawn following the opening.

SECTION II

REQUEST FOR PROPOSAL (RFP) STANDARD TERMS AND CONDITIONS

Note: This document includes the Purchase Order Terms and Conditions as indicated by a preceding double asterisk (**).

The General Terms and Conditions on the reverse side of UNM's purchase order are an equal and integral part of this Request For Proposal (RFP) and are noted by a preceding double asterisk (**) beside the item number. The terms, conditions and specifications contained in this RFP along with any attachments and the Offeror's response are hereby incorporated into all purchase orders issued as a result of this RFP, including any addenda. UNM reserves the right to negotiate with a successful Offeror (Contractor) provisions in addition to those stipulated in this RFP. The contents of this RFP, as revised

and/or supplemented, and the successful Offeror's proposal will be incorporated into the Contract. Should an Offeror object to any of the UNM Standard Terms and Conditions that Offeror must propose specific alternative language that would be acceptable to UNM. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to UNM and will result in disqualification of the Offeror's proposal. Offerors 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 attached to this RFP including the additional terms and conditions must be stated in Offeror's proposal in a Section marked "TERMS AND CONDITIONS." Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the RFP response, will not be entertained by UNM at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract, will be ineffective and inapplicable.

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

An Awardee of a Price Agreement established with UNM has the opportunity to market the 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 RFP 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:

The University of New Mexico
Purchasing Department
MSC01 1240, 1 University of New Mexico
Albuquerque, NM 87131-0001

Address if notice delivered to physical location:

The University of New Mexico Purchasing Department
UNM Business Center, Suite 2600
(Southeast Corner of Lomas and University)

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 RFP. Any terms inconsistent with or in addition to this RFP proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.

4. ****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.

5. **CANCELLATION:** The University reserves the right to cancel, without penalty, this RFP, the resultant contract or any portion thereof for unsatisfactory performance, convenience, cancellation of the project or unavailability of funds.

6. ****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.

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

8. ****CONFLICT OF INTEREST:** Seller shall disclose to the University Purchasing Department the name(s) of any University employee or member of the Board of Regents who has a direct or indirect financial interest in the Seller or in the proposed transaction. A University employee (or Regent) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Regent or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of interest Disclosure form with the University Purchasing Department.

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

10. **DAMAGE AND SECURITY OF UNM 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.

11. **DISCLOSURE OF PROPOSAL CONTENTS:** The proposals will be kept confidential until the University awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Managers will not disclose or make public any pages of a proposal 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 proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. 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 offered or the cost of services proposed shall not be designated a 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 proposal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

12. ****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.

13. **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.

14. ****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.

15. **EMPLOYEE CERTIFICATION:** The Seller and all Seller's employees utilized on the work to be performed under this RFP 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 RFP. The Seller shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs covered under this RFP.

16. ****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.

17. **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 RFP except as otherwise noted in the Specifications.

18. ****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 University's designated campus address.

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

20. **** GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

21. ****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.

22. ****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.

23. ****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.

24. ****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.

25. **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 RFP.

26. ****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.

27. **INSURANCE REQUIREMENTS:** 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 RFP Number must appear on the Certificate of Insurance.

28. **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 RFP.

29. **NON-CONSTRUCTION SUBCONTRACTORS:** Any work subcontracted by the Seller shall require the prior written approval of the subcontractor by the University. Use of subcontractors must be clearly explained in the proposal and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance, whether or not subcontractors are used.

30. ****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.

31. ****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.

32. ****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.

33. ****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.

34. ****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.

35. **PERFORMANCE AND PAYMENT BONDS:** A performance bond and a payment bond, covering materials and labor, each in the amount of 100% of the contract cost is required. The bond must be executed by the bidder with a surety company authorized to do business in New Mexico or other sureties approved by the State Board of Finance. The performance and payment bonds must be received by the Buyer issuing the award within five (5) days of the award and must reference this RFP Number on the face of the documents.

36. **PROPOSAL NEGOTIATION:** Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining a best and final offer. Negotiations may be conducted with responsible Offerors who submit offers found to be reasonably like to be selected for award. The University is under no obligation to conduct discussions with any or all Offerors.

37. ****PROTECTION OF CONFIDENTIAL DATA:** Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in the Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that received education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.

Definition: Covered data and information (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Service Provider.

Acknowledgement of Access to CDI: Service Provider acknowledges that the Agreement allows the Service Provider access to CDI.

Prohibition on Unauthorized Use of Disclosure of CDI: Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Service Provider agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Service Provider improperly disclosed personally identifiable information obtained from Institution's education records, Institution may not allow the Service Provider access to education records for at least five years.

Return or Destruction of CDI: upon termination, cancellation, expiration or other conclusion of the Agreement. Service Provider shall return all CDI to Institution or, if return is not feasible, destroy any and all CDI. If the Service Provider destroys the information, the Service Provider shall provide Institution with a certificate confirming the date of destruction of the data.

Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Institution or its students. These measures will be extended by contract to all subcontractors used by Service Provider.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall, within one day of discovery, report to Institution any use or disclosure of CDI not authorized by this agreement or in writing by Institution. Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use of disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by Institution.

Indemnity: Service Provider shall defend and hold Institution harmless from all claims, liabilities, damages, or judgments involving a third party, including Institution's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligation under this agreement.

Note: Inclusion of data by students into the terms of the contract will depend upon the contract any not be needed.

38. REIMBURSABLE TRAVEL AND LIVING EXPENSES: Any pre-negotiated travel and living expenses that Offeror may incur in providing UNM services pursuant to an Agreement, are limited to reimburse for the actual cost of commercial "coach" airline travel; per diem meal reimbursement limited to the rate established by the Internal Revenue Services (per diem reimbursement includes the cost of food, beverages, and gratuities); lodging at a hotel, and car rental as established with selected rental agencies as per UNM's web site: <http://www.unm.edu/~purch/priceagree.html>. UNM will not reimburse for any other travel and/or living expenses.

39. **RIGHT TO PROTEST:** The solicitation or the award of an RFP may be protested as per the UNM Purchasing Department's Regulation 11, Protest Procedures, which may be found at the following UNM web site: <http://www.unm.edu/~purch/policies.html>.

40. **RIGHT TO WAIVE MINOR IRREGULARITIES:** The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation 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 Evaluation Committee.

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

42. ****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.

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

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

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.

49. ****WORKERS COMPENSATION:** No workers compensation insurance has been or will be obtained by UNM on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.

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

GRAMM-LEACH-BLILEY ACT

Pursuant to the Gramm-Leach-Bliley Act and the regulations set forth at 16 CFR Part 314, the University of 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 30day 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.

SECTION III

SCOPE OF WORK

GENERAL

The University of New Mexico requests written proposals from qualified firms for Architectural / Engineering Design Services, including programming for Nano-Biology laboratory in the Centennial Engineering Center on the Main Campus, University of New Mexico in Albuquerque, NM.

SCOPE

The Work consists of backfilling approximately 4,325 square feet of existing shelled space in the Centennial Engineering Center. The project will include, but not be limited to, Laboratories and Offices and ancillary support spaces. Other projects as identified and funded by the University of New Mexico may be developed in the future. All projects will achieve LEED Silver certification.

FEES AND SCHEDULE

The Maximum Allowable Construction Cost (MACC) for the Nano-Biology Laboratory project is \$1.62m excluding NMGR. Each submission under this request shall provide a lump sum proposal of fees allocatable to the desired deliverables and the schedule described below. It shall be given consideration as specified in the proposal criteria. Substantial completion of this project shall be accomplished by February, 2011. Other Projects scope, budget, and schedule will be developed in the future.

PRE-PROPOSAL CONFERENCE

A non-mandatory 'pre-proposal' conference will be held at 3:00 PM MST on Wednesday, June 17, 2009 in the Office of Capital Projects Conference Room, 1818 Camino del Servicio NE, UNM Campus, Albuquerque, New Mexico

SELECTION PROCESS

Schedule

- | | |
|---------------------------|--------------------------|
| • RFP First Advertisement | Tuesday, May 26, 2009 |
| • Second Advertisement | Monday, June 1, 2009 |
| • Pre-Proposal Conference | Wednesday, June 17, 2009 |
| • Proposals Due | Monday, June 22, 2009 |

SELECTION CRITERIA

The appropriate selection committee, after considering the following criteria, will select a business deemed to be the most qualified to perform the required services.

1. Specialized design and technical competence of the business, regarding the type of services required; including: Depth and breadth of experience with Laboratory Facilities similar in size and scope that demonstrate innovative solutions and quality engineering that maximize the use of available funding. (40 pts.)
2. Capacity and capability of the business, including any consultants, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations; and including experience of proposed team members, and their abilities and commitment to deliver the project economically and on schedule. (25 pts.)
3. Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules; including: Thoughtful and efficient expenditure of fees. (15 pts.)

4. Proximity to or familiarity with the area in which the project is located; including: skills to deliver a wide range of solutions that have dealt with coordination of existing campus conditions with new construction, and knowledge of emerging technology and planning for its potential impact on university facilities, including trends in sustainability. (10 pts.)
5. The amount of design work that will be produced by a New Mexico business within this state. (5 pts.)
6. The volume of work previously done for UNM which is not seventy-five percent complete with respect to basic professional design services. (5pts.)

A University Committee will review written proposals from interested design firms. The Selection Committee will base its evaluation of written proposals on the stated criteria and may select a proposal from those submissions or conduct a second stage interview of selected firms from the initial offerors.

PROPOSAL REQUIREMENTS

Written responses should follow the format specified below, bound and be limited to 30 pages 8-1/2" by 11", single-sided, excluding a single page cover sheet, title page, table of contents, dividers and covers. Include information responding to the following:

Firm Description

Describe the firm and its services. If the responding firm's proposed team includes partnering or sub-contracting with other firms, include similar descriptions of that firm, a description of the relationship between the firms, and the firms' track record working together. Are the firms a New Mexico owned and operated businesses?

Specialized Planning, Design and Technical Competence and Experience

List **three** (3) projects similar to this project, the firm has delivered in the past 10 years, with the following information:

- Name and location of client
- Reference contact name, phone number, email address
- Year project completed
- Estimated Construction Costs compared to Actual Bids
- Scope, size, cost of project, and its similarities to the proposed project
- Firm role in the project, as well as the individual roles of proposed team members for this project
- Special programming, budget and or scheduling challenges encountered and how they were resolved to satisfy the client.

Proposed Key Project Team Members

Provide an organization chart to illustrate the roles of key project team members including, team members from sub-contracting firms. Outline key team member's total years of experience, tenure with the firm, credentials, and proposed role in the project. Provide background for the project manager/lead planner/designer, detailing his or her experience in their respective roles on similar projects. Experience within the team to assist the Client, Contractor, Design team interaction in reconciling issues related to design and usability of the facility. Include familiarity with the project area, skills that have dealt with or are similar to coordination of existing campus conditions with new construction. Describe the amount of work that will be produced within New Mexico.

Scope of Proposed Services / Work plan and Timeline

Include a description of the work steps and the timing associated with the planning / design services. Describe how the team typically involves user groups, senior management and other staff in the project planning, design and construction phases.

Firm Differentiation and Innovation

Describe how the firm differentiates itself from others providing planning and design services. What specialized techniques, expertise or methods of operation distinguish how your team would make this project successful? Experience in special systems related to high end technology systems and sustainability practices should be detailed. Include the firm's familiarity with the area.

Professional Fees and Reimbursable Expenses

Provide a 'lump sum' fee proposal, in a separate sealed envelope, to be charged for the design/engineering basic services; including a statement of the nature and extent of reimbursable expenses to be charged considering section 5 above. Include the services of an RCDD and LEED certified professionals.

Deliver 8 copies of the proposal, by 5:00 PM MDT, on Monday, June 22, 2009 to:

UNM Purchasing Department
1700 Lomas NE
Albuquerque, NM 87131
Attention: Ron Mattingly

INTERVIEWS

It is the intent of the University of New Mexico to make a selection from the proposals submitted, but in the event that an interview is desired, the Selection Committee will base its evaluation on the following criteria:

Section 1: Proposer Case Studies (40 pts.)

Section 2: Work Plan /Project Team/Budget (30 pts.)

Section 3: Other related questions or issues (20 pts.)

Section 4: Overall quality of interview (10 pts.)

QUESTIONS

Inquiries regarding this proposal should be directed to Bob Meyer, Senior Project Manager, Office of Capital Projects, 505.277.1563. The University of New Mexico reserves the right to conduct negotiations with the responsible offeror who submits proposals found to be reasonably likely to be selected for award.

SUBMISSION

Firms submitting proposals under this request shall be prepared to provide proof of Professional Liability Insurance in an amount not less than \$1,000,000 each occurrence. Certificates of Insurance should show coverage, limits of liability, covered operations, effective dates, date of expiration and any exclusions. Certificates of Insurance shall be provided by the offeror prior to entering into a contract with the University.

EXHIBIT A

SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

The University of New Mexico participates in the Government's Small and Small Disadvantaged Business programs. This requires written certification from our suppliers and contractors as to their business status. Please furnish the information requested below.

1.0 Small Business – An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201

1.a Small Disadvantaged Business – a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and

- (1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals and
- (2) Whose management of daily operations is controlled by one or more such individuals. The contractor shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act and
- (3) Is certified by the SBA as a Small Disadvantaged Business.

1.b Women-Owned Business Concern – A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.

1.c HUBZone Small Business Concern – A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.

1.d Veteran-Owned Small Business Concern – A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.

1.e Service Disabled Veteran-Owned Small Business – A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C. 101(16).

Company Name: _____ Telephone: _____
Street Address: _____ County: _____
City: _____ State & Zip: _____
Is this firm a (please check): ☐ Division ☐ Subsidiary ☐ Affiliated? Primary NAICS Code: _____
If an item above is checked, please provide the name and address of the Parent Company below:

Check All Categories That Apply:

- ☐ 1. Small Business
- ☐ 2. Small Disadvantaged Business **(Must be SBA Certified)**
- ☐ 3. Woman Owned Small Business
- ☐ 4. HUBZone Small Business Concern **(Must be SBA Certified)**
- ☐ 5. Veteran Owned Small Business
- ☐ 6. Disabled Veteran Owned Small Business
- ☐ 7. Historically Black College/University or Minority Institution
- ☐ 8. Large Business

THANK YOU FOR YOUR COOPERATION

Signature and Title of Individual Completing Form:

Date _____

Please return this form to: The University of New Mexico Purchasing Department MSC01 1240 Albuquerque, NM 87131 505-277-2036 (voice) 505-277-7774 (fax)	NOTE: This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.
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Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA or 202-205-6618. You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 6/2002)

EXHIBIT B

Conflict of Interest-Debarment/Suspension Certification Form THE UNIVERSITY OF NEW MEXICO SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER 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 The University of New Mexico (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 University of New Mexico 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 a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any University or New Mexico employee, Regent or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an 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 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. The vendor agrees to provide immediate notice to The University of New Mexico Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **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 PURCHASE ORDER 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, included 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 or 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 or 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 or 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 or 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 (APR 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: _____

Address: _____ City/State/zip: _____

EXHIBIT C INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:

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

1. "The Regents of the University of New Mexico, the University of New Mexico, its agents, servants and employee are held as additional insured."
2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the owner."

COMPENSATION INSURANCE:

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

CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The contractor shall maintain liability insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 2008 (ref: Section 41-4-19) are:

\$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and \$200,000 for property damage for a total minimum of \$1,000,000 per occurrence. (ref: Section 41-4-28)

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

Bodily Injury	\$750,000 Each Occurrence
Property Damage	\$100,000 Each Occurrence

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

The Contractor shall either:

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

GENERAL:

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

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