

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

Invitation for Bid: IFB-1210-12

Bid Due By: September 29, 2011, 3:00 P.M. PM MT

TITLE: Milling Machines

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 Invitation for Bid (IFB). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this IFB 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 BID SUBMITTALS

Bids 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.

Bids must be in a sealed envelope and must be clearly marked with the IFB 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 Bid being opened early or the Bid being declared non-responsive. *Note: Bidders who are not registered in LoboSource will not receive electronic notification for addenda to IFB and must request a hardcopy of documents from the UNM Purchasing Department.*

TABLE OF CONTENTS

Section 1 TERMS AND CONDITIONS
Section 2 INSTRUCTIONS TO BIDDERS
Section 3 SPECIFICATIONS

Exhibit A SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

Exhibit B CONFLICT OF INTEREST CERTIFICATION FORM

UNM CONTACT INFORMATION

Buyer: Ron Mattingly

Telephone: 505-277-1733

E-mail: rmatting@unm.edu

TECHNICAL CONTACT INFORMATION

Name: Irina Alvestad

Telephone: 505-661-4696

E-mail: irina@unm.edu

OTHER INFORMATION

Number of submittals required: Two (2)

Freight Terms: FOB Destination

Terms: NET 30

TERMS AND CONDITIONS

The purchase of any material(s) and/or service(s) awarded under this IFB are subject to the specifications and to UNM's Standard Terms and Conditions. Bidders 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 IFB 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 IFB 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 IFB.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

NM RESIDENT BUSINESS PREFERENCE NO _____

Is material offered grown, produced or wholly manufactured in New Mexico? _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

SECTION I

INSTRUCTIONS TO BIDDERS

1. **ACKNOWLEDGEMENT OF ADDENDA:** Bidders shall acknowledge receipt of any addenda to this Invitation for Bid by identifying the addenda number and date in the space provided on the response form.
2. **AWARD INFORMATION:** Award information will be posted in the reception area of the Purchasing Department and on the Purchasing Department Home Page at <http://www.unm.edu/~purch/>.
3. **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.
4. **CLARIFICATIONS:** Any clarification of instructions, terms and conditions, insurance, bonds, or quote preparation shall be made only by the Buyer shown on the cover sheet of this Invitation. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications must be in writing as addenda to be considered as part of this Invitation.
5. **LATE SUBMISSIONS:** 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.
6. **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.

A late modification of an otherwise successful quote that makes its terms more favorable to the University will be considered at any time it is received.

7. **NUMBER FOR QUOTE CLARIFICATION:** The Bidder should include a local or toll-free number for bid clarifications. Failure to do so may result in the quote being classified as non-responsive.
8. **NUMBER OF COPIES OF QUOTE:** Please submit the number of copies of your bid and all supporting documents stated on the cover sheet. Failure to submit the required number of copies may result in your bid being considered non-responsive.
9. **PERIOD FOR OFFER ACCEPTANCE:** The Bidder agrees, if his bid is accepted within 30 calendar days of the closing date, to furnish any and all item(s) and/or services at the prices set forth in his bid, delivered to the designated point(s) within the specified time in the delivery schedule. An additional time period may be requested elsewhere in this Invitation for Bid.
10. **PUBLIC INFORMATION:** All information, except that classified as confidential, will become public information at the time that the Bid is opened. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.
11. **REJECTION OF BIDS:** The University reserves the right to award bids based on price and any other evaluation criteria contained herein, to reject any and all bids or any part thereof, and to accept the bid that is in the best interest of the University.
12. **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 Bidders request and expense.

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13. **TELEGRAPHIC BIDS:** Telegraphic bids will not be considered unless specifically authorized by the Buyer listed on the cover sheet. However, bids may be modified by telegraphic notice, provided that the notice is received by the time and date specified for the closing.
 14. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written notice, telegram or in person by a bidder or an authorized representative any time prior to the award. Bids requiring bid security will result in forfeiture of the security if the quote is withdrawn following the opening.

SECTION II

INVITATION FOR BID (IFB) 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 Invitation For Bid (IFB) and are noted by a preceding double asterisk (**) beside the item number. The terms, conditions and specifications contained in this IFB along with any attachments and the Offeror's response are hereby incorporated into all purchase orders issued as a result of this IFB, including any addenda. UNM reserves the right to negotiate with a successful Offeror (Contractor) provisions in addition to those stipulated in this IFB. The contents of this IFB 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 IFB 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 IFB 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 IFB 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 IFB 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

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 IFB. Any terms inconsistent with or in addition to this IFB 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. **BID NEGOTIATION:** Bidders submitting quotes will not be afforded an opportunity for discussion and revision of quotes.
6. **BRAND NAME:** The brand name(s), part and/or catalog number(s) are used to establish a level of quality and to describe the item(s) required. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and/or technical specifications. Failure to do so may cause offer to be declared non-responsive.
7. **BRAND NAME RESTRICTIONS:** Brand name restrictions apply to this IFB and alternate brands will not be considered.
8. **CANCELLATION:** The University reserves the right to cancel, without penalty, this IFB, the resultant contract or any portion thereof for unsatisfactory performance, convenience, cancellation of the project or unavailability of funds.
9. ****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.
10. **CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after an award can only be made if agreed to in writing by the University.
11. ****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.

12. **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.

13. ****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.

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. ****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.

16. ****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.

17. ****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.

18. ****GRAHAM-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 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.

19. **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.

20. **GOVERNMENT CONTRACT:** This contract is a subcontract under a U.S. Government Prime Contract. A matrix of the Federal Acquisition Regulations (FARS) and the Defense Federal Acquisition Regulations (DFARS) applicable to procurement using federal funds is posted on the UNM Purchasing website: <http://www.unm.edu/~purch/>, UNM Procurement Policies, Applicable FAR & DFAR Clauses.

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. ****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.

26. ****MINIMUM WAGE RATES AND PAYROLL SUBMITTALS:** For all federally funded construction projects greater than \$2,000, 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 IFB/RFP to the appropriate oversight agency and UNM's Office of Capital Projects. The Contractor shall certify that all payrolls submitted meet or exceed the applicable wage determination as shown in this IFB/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 UNM 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 employees 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.

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

28. ****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.

29. ****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 University of New Mexico and such works may not be reproduced nor distributed without the express written consent of the University of New Mexico and shall be delivered to UNM upon termination and or completion of this Agreement if UNM so requests. The vendor/Contractor shall be responsible for the protection and/or replacement of any original documents in its possession. UNM 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. UNM 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 UNM 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 UNM.

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 UNM. UNM 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 UNM 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 UNM.

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

30. **PACKAGING:** Packaging of materials under this contract shall meet the minimum specifications indicated under Packing Specifications. If there are no packaging specifications listed, the packaging shall be suitable to insure that the materials are received in an undamaged condition. All materials returns will be at the Seller's expense.

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. ****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 or 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.

36. RIGHT TO PROTEST: The solicitation or the award of an IFB 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>.

37. **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.

38. SELLER GUARANTEE: The Seller shall guarantee all materials, equipment and workmanship furnished and/or installed under this IFB 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.

39. 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.

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

Contractor agrees to cooperate with the Regents of the University of New Mexico and its external accounting firm in a study at the request of UNM for purposes of identifying and segregating deductible sales for tangible personal property in order to claim Gross Receipts Tax deductions on Construction Project identified within this solicitation.

If deductions claimed by Contractor upon the tax advice of UNM's external accounting firm are later rejected by the New Mexico Taxation and Revenue Department, causing a NMGRGT tax deficiency notice to be sent to Contractor, Contractor agrees that it will promptly notify and without delay provide such notice to UNM.

At the discretion of UNM, Contractor will first cooperate with any protest or appeal efforts by UNM against such tax deficiency. After any such desired appeal efforts have been exhausted; UNM understands and agrees that Contractor shall not be required to pay such deficiency amounts from Contractor's own funds. Contractor agrees that it will promptly and without delay provide UNM a copy of the ultimate tax deficiency notice. After receipt of ultimate notice, UNM will promptly transmit the GRT, interests and penalties assessed against Contractor to Contractor for Contractor's prompt submission to New Mexico Taxation and Revenue Department.

41. ****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.

42. ****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.

43. ****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.

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

45. ****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.

46. ****WORKMANSHIP/COOPERATION:** All work shall be done in a neat, workman-like manner using acceptable equipment and methods consistent with that level of care and skill ordinarily exercised by members of the profession/trade and in accordance with sound professional/trade standards and ethical practice. The Seller will cooperate with the University and other contractors and coordinate their work involving other contractors through the University's authorized representative.

SECTION III

SPECIFICATIONS

Specifications for 2 milling machines:

- 3 HP spindle motor, variable speed head, AC-Frequency drive, digital RPM display, and load meter
 - 9" x 49" hardened and ground table
 - Table, saddle, and knee with hardened and ground dovetail ways
 - Precision ground leadscrews with backlash compensating double nut
 - Precision bored and ground milling head, with super precision ABEC-7 bearings
 - Meehanite® casting, with built in coolant reservoir in machine base
 - Centralized one-shot lubrication, with metered check-valves
-
- | | |
|------------------------------|---|
| ➤ Table size : | 9" x 49" |
| ➤ Table travel (X-axis) | 35" |
| ➤ Saddle travel (Y-axis) | 12" |
| ➤ Knee travel (Z-axis) | 15" |
| ➤ Quill travel | 5" |
| ➤ Ram travel | 14.5" |
| ➤ Spindle motor | 3 HP (1750 rpm @ 60 Hz) |
| ➤ Spindle speed | 60-500-4200 (2 range, Hi/Low) |
| ➤ Spindle taper | R-8 (NMTB-30 optional) |
| ➤ Quill diameter | 3.375" |
| ➤ Quill feed rate | 0.0015/0.003/0.006" per rev |
| ➤ Drilling capacity (manual) | 0.75" diameter |
| ➤ Drilling capacity (power) | 0.37" diameter |
| ➤ Boring capacity | 6.0" diameter |
| ➤ Milling capacity | 2.0 in ³ /min |
| ➤ Maximum work load (center) | 750 lbs |
| ➤ Machine Net weight | 2400 lbs(+ 50 lbs for 9" x 49" table) |
| ➤ Shipping Weight/Dimension: | 2500 lbs(+ 50 lbs for 9" x 49" table) 72" x 72"
(skid) |
-
- Acu-Rite 200S DRO System (2-axis, 0.0002" res. 9"x49")
 - Table (x-axis) power feed
 - Royal R8 Quick-Change Tooling System (Drill & Mill Kit)
 - Power requirement: 220v, 1-phase power (15A).

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.

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

THE UNIVERSITY OF NEW MEXICO SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

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: _____