



PURCHASING SERVICES OFFICE

801 Leroy Place
 Brown Hall, Room 110
 Socorro, NM 87801
 (575) 835-5881 (V)
 (575) 835-5887 (F)

Purchasing@nmt.edu

<http://www.nmt.edu/purchasing-services>

| | |
|------------------------------|--|
| RFB # | 2511007F |
| Commodity | Variable Refrigerant Flow (VRF) Equipment |
| Due Date | January 10, 2025 |
| Time | 2:00 PM (Local time) |
| Buyer's Name | CAROL CHAVEZ |
| Buyer's email address | purchasing@nmt.edu |

INSTRUCTIONS TO BIDDERS

QUESTIONS: Questions regarding this bid will be accepted up to five (5) calendar days prior to the bid opening. Please email all questions to the buyer shown above or purchasing@nmt.edu.

Please read carefully all instructions, specifications, terms and conditions. Failure to comply may result in the submitted bid being declared non-responsive.

Type or print all information requested in this bid in the spaces provided in the bid package. Any corrections made should be initialed. The bid must contain an original, inked signature by the individual authorized to commit the company.

Submit one (1) original with original signature and one (1) copy of the bid. Bids must be submitted in a sealed envelope or sealed package and clearly display the **NAME AND ADDRESS OF BIDDER**, this **BID NUMBER**, **DUE DATE**, **BID OPENING TIME** and marked as a "**SEALED BID**" on the front of the envelope or package. Each bid must be addressed and submitted separately, i.e., not to be included with sample packages or other numbered bids. **FAXED OR EMAILED BIDS ARE NOT ACCEPTABLE. LATE BIDS WILL BE REJECTED AND RETURNED TO THE SENDER UNOPENED.** The time and date stamped by the date/time clock in the Purchasing Services Office shall determine the "Official Due Date and Time" regarding this bid.

Bids received by the established date and time will be opened publicly. The opening will be held in the NMIMT Purchasing Services Office. Anyone may attend the opening. All information will become public information at the time the bid is opened.

All bids shall be firm for acceptance for sixty (60) days from the date of the bid opening unless specified otherwise.

Note: Only bids received for these items will be considered. Quotes submitted to a department by a vendor prior to the bid issue date are considered null and void by NMT.

New Mexico Tech Federal Identification Number: 85-6000-411 New Mexico CRS Number: 01-507116-002

DUE TO THE GEOGRAPHIC LOCATION OF NEW MEXICO TECH, OVERNIGHT OR EXPRESS DELIVERY SERVICES ARE INCREASINGLY EXPERIENCING LATE DELIVERY TO CAMPUS. ALTHOUGH THESE SERVICES GUARANTEE THE DELIVERY WILL ARRIVE IN A TIMELY MANNER, OFTEN IT DOES NOT. IT FALLS UPON THE BIDDER OR OFFEROR TO ENSURE THEIR PACKAGE IS SENT WITH SUFFICIENT LEAD TIME TO ENSURE DELIVERY BEFORE THE DATE AND TIME SHOWN IN THE BID.

STANDARD BID TERMS AND CONDITIONS

1. **GENERAL:** When the Buyer for the New Mexico Institute of Mining and Technology (New Mexico Tech) issues a purchase document in response to Supplier's bid, a binding contract is created governed by the law of the State of New Mexico and consisting of Supplier's bid and New Mexico Tech's purchase document. Any inconsistency or conflict between or among Supplier's bid and the purchase document shall be resolved in the following descending order of preference: (a) order-specific provisions which are typed or handwritten by New Mexico Tech on the purchase document; (b) documents expressly incorporated by reference on the face page(s) of the purchase document; (c) these Standard Terms and Conditions; (d) any Statement of Work (SOW) attached to the purchase document; and (e) any specifications attached to the purchase document. Rescission, modification or waiver of any provision of any resulting purchase order / contract is not allowed unless issued by the Buyer in writing.
2. **ACCEPTANCE-REJECTION:** New Mexico Tech reserves the right to accept or reject any or all bids, to waive any irregularity, and to accept any part of a bid as deemed to be in the best interest of New Mexico Tech.
3. **ACKNOWLEDGEMENT OF AMENDMENT / ADDENDUM:** Bidders shall acknowledge receipt of any amendments / addenda to this bid by identifying the amendment number and date in the space provided in the bid package.
4. **ALTERNATE BID ITEMS:** The Manufacturer and Model Numbers furnished on the itemized list, or in the specifications of this bid, are to establish the standard of performance and characteristics desired and not intended to limit or restrict competition. Offers submitted as equal alternates will be considered provided adequate descriptive literature is submitted with each bid. New Mexico Tech reserves the right to reject any item(s) not meeting specifications or less than equal in performance and characteristics to the items specified. The determination of equivalency of like items is at the sole discretion of New Mexico Tech.
5. **APPROPRIATION:** The performance of this Agreement by NMT is contingent upon availability of sufficient funds and sufficient appropriations and authorizations being made by the funding entity(s) for such performance. NMT's decision as to whether sufficient funds are available and whether sufficient appropriations and authorizations have been made shall be made in good faith and in its sole discretion, shall be accepted unconditionally by the Contractor, and shall be final. If NMT decides that sufficient funds are not available and/or sufficient appropriations and/or authorizations have not been made, it shall notify the Contractor of its decision in writing and may either terminate this Agreement or propose modifications to accommodate the insufficient funds and/or appropriations and/or authorizations. If NMT proposes modifications, the Contractor shall within thirty (30) days after receiving NMT's notice give NMT written notice that it has elected either to (i) accept the proposed modifications or (ii) terminate this Agreement. If the Contractor fails timely to give such notice, it shall be deemed to have accepted the proposed modifications. In no event shall NMT be liable for any financial or other penalty on account of any termination or modification of this Agreement as a result of insufficient funds, appropriations or authorizations.
6. **ASSIGNMENT:** No right or duty in whole or in part of the Supplier may be assigned or delegated without the prior written consent of New Mexico Tech.
7. **AWARDS:** New Mexico Tech reserves the right to make multiple awards of the items, projects, and / or sections of this bid. Price agreements may be awarded on a unit basis for each individually numbered item to the lowest responsible bidder; or when a group of items have been consolidated for uniformity, it may be necessary to bid all inclusive items to receive consideration.
8. **BID SUBMITTALS:** Bidders are to complete and return the following items in a sealed envelope or other sealed package: Bid Submittal; Itemized List; Certifications; Support Documents; and, Descriptive Literature if bidding other than "as specified". All listed submittals must be received in the Purchasing Services Office prior to the bid opening time stated on page one of the bid package. Failure to provide any of these items may result in rejection of bid.
9. **BIDDER QUALIFICATIONS – BUYER'S APPROVAL:** Before the award of any contract, the New Mexico Tech buyer shall be satisfied that the bidder involved, (1) has appropriate technical experience, (2) has a financial status to meet obligations incidental to complete any resulting contract or order, (3) has adequate facilities and staff to provide delivery, training and warranty service as required, (4) has the capacity to provide supplies or replacement parts as needed and (5) has satisfactorily fulfilled other contracts / orders of this nature. It is the responsibility of the bidder to acquaint the buyer with these qualifications if required.

10. CANCELLATION: New Mexico Tech reserves the right to cancel any request for bid, purchase order or contract, in whole or in part, without penalty, due to non-appropriation of funds, or for failure of the Supplier to comply with the terms, conditions and specifications or when in the best interest of New Mexico Tech.

11. DELIVERY: Please state your earliest delivery date in the area provided in the bid package.

12. DELIVERY DELAYS: If after award, the Supplier becomes aware of a possible problem that could result in delay in the agreed to delivery schedule, the Supplier must immediately notify the Buyer. Notification may be electronic or via telephone, giving the probable cause with a recommended alternative action.

13. DISCOUNTS & PAYMENT TERMS: In determination of award, discounts for early payment will not be used in computing the low bid. Payment terms and discount time will be computed from the **date of satisfactory receipt** of the items/services, or a correct invoice, whichever is later. The point of receipt shall be the delivery address for shipments, or the billing address for invoices, as specified on the purchase order.

14. E-VERIFICATION: The Immigration Reform and Control Act of 1986, Pub L 99-603 (8 USC 1324a) requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices. Submission of the information required is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986. More information regarding the employment requirements can be found at the following website: <http://www.uscis.gov/files/form/i-9.pdf>

NMT E-Verify Company ID Number is 165512

15. F.O.B. DESTINATION: All prices shall be F.O.B. Destination and shall include all charges, including but not limited to freight, estimated customers charges, excise and import taxes, insurance,

packaging, warranty, inspections and other associated costs that may be imposed in fulfilling the terms of the bid.

16. INSPECTION: Final inspection and acceptance will be made at the destination. If prior to final acceptance any materials, supplies or service are found to be defective or not as specified, the Supplier at his risk and expense shall remove and / or replace materials supplies and services rejected at the destination for non-conformance with specification, promptly after notification of rejection. Supplier shall reimburse New Mexico Tech for all incidental and consequential costs related to unaccepted materials, supplies or service.

17. INSURANCE PROTECTION, LIABILITY AND PROPERTY: New Mexico Tech, as an agency of the State of New Mexico, is self-insured for all property and liability insurance. Such protection applies to New Mexico Tech officers and employees only. All other individuals and organization must provide their own property and liability coverage.

18. INVOICES: All invoices shall be sent to New Mexico Tech, Accounts Payable, Wells Hall, 801 Leroy Place, Socorro, NM 87801.

19. LICENSES AND CERTIFICATES: Bidders must be able to furnish evidence of any licenses or certification as called for in the specifications of bid. Failure to furnish such evidence will be cause for rejection of their bid or any resulting contract or purchase order of this bid.

20. METHOD OF AWARD: Award shall be made on the basis of the lowest price quoted, quality and delivery being equal. When necessary bids shall be evaluated based on the requirements which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose.

21. METHOD OF BID: Bidders shall submit a unit price and extended total for each item and a TOTAL NET BID where called for. Bidders are to complete the enclosed bid forms. They may then reference any attachments giving further price breakdowns if necessary. In the event that no single Supplier offers an acceptable bid, New Mexico Tech reserves the right not to award the contract.

22. MINIMUM INSURANCE REQUIRED: Any Supplier performing services on the premises of New Mexico Tech, or on behalf of New Mexico Tech, is required to carry the following minimum insurance coverage. Upon request, the Supplier will include New Mexico Tech, its officers and employees, as an additional insured and

provide certificates of coverage to the Purchasing Services Office.

| | |
|--|--|
| Workers Compensation Employer's Liability | Minimum by Statute \$100,000 |
| Commercial General Liability – Including contractual | |
| Single Limit | \$300,000 <i>OR</i> |
| Bodily Injury Liability | \$100,000 each person \$300,000 each occurrence |
| Property Damage Liability | \$100,000 each occurrence |
| Comprehensive Automobile – Including owned and non-owned | |
| Single Limit | \$300,000 <i>OR</i> |
| Bodily Injury Liability | \$100,000 each person \$300,000 each occurrence |
| Property Damage Liability | \$100,000 each occurrence |

- 23. **MODIFICATIONS:** Only modifications received prior to the time specified for the bid closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening.
- 24. **PACKAGING:** Packaging of materials shall be suitable to insure that the materials are received in an undamaged condition. All material returns will be at the Supplier's expense.
- 25. **POTENTIAL COSTS UNSPECIFIED:** The supplier shall include in his / her bid all material and labor costs known to be required to complete the work under this bid including any materials, labor or other costs that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the bid price.
- 26. **PRICING:** New Mexico Tech qualifies for governmental and educational discounts. Unit prices shall reflect these discounts. Unit prices shall be shown on all bids. If an apparent mistake exists in the extended price, the unit price shall govern in the bid evaluation and contract administration.
- 27. **QUALITY:** Unless otherwise indicated in the request for bid, all material and equipment delivered and / or installed under this bid shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two (2) or more units of the same class of materials and / or equipment are required, the units shall be the products of the same

manufacturer. Unless indicated in the bid, items that are used, demonstrators, obsolete, seconds or which have been discontinued, are unacceptable without prior written approval of New Mexico Tech.

- 28. **QUANTITIES:** The quantities shown in this Request for Bid are based on estimated needs. New Mexico Tech reserves the right to increase or decrease quantities to meet actual needs. (No maximum limits apply).
- 29. **RESIDENTIAL PREFERENCE:** In compliance with New Mexico Statute 13-1-21 and SB1 a residential preference of 5% will be used in evaluating bids for purchases exceeding \$60,000 using state funds. A copy of the certification issued by the New Mexico Department of Taxation and Revenue dated on or after 1/1/2012 shall be attached to the bid document. The preference is prohibited for expenditures involving federal funds.
- 30. **VETERANS PREFERENCE:** In compliance with New Mexico Statutes 13-1-21 or 13-1-22, a New Mexico resident veteran contractor, upon providing certification as a resident veteran and verification of annual revenues, shall be given a preference of ten percent. The preference may not be combined with the residential preference, but may be used once Veterans Preference cap is reached. Procurements involving federal funds are excluded from in state preference laws.
- 31. **RIGHT TO AUDIT:** New Mexico Tech reserves the right to audit the contractor's records associated with this contract at any time during the contract period and for a period of up to three (3) years following the expiration or termination of the agreement. Such audit may be conducted by New Mexico Tech personnel or a third party under contract with New Mexico Tech. New Mexico Tech shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from New Mexico Tech the contractor agrees to fully cooperate with the auditors.
- 32. **SAFETY REQUIREMENTS:** All materials, equipment and supplies furnished to New Mexico Tech must comply fully with all safety requirements as set forth by the State of New Mexico Environmental Improvement Board, Rules of the Industrial Commission on Safety and all applicable OSHA Standards. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES, TOXIC SUBSTANCES, INFECTIOUS AGENTS OR PESTICIDES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS (MSDS). The contractor shall defend, indemnify and hold New Mexico Tech free and harmless against any and all claims, loss, liability and

expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

- 33. **SIGNATURE:** The bid response must be signed by an authorized representative in order for bid to be considered responsive. The signature must be an original, inked signature in all areas of the bid where a signature is required.
- 34. **SPECIFICATIONS:** The specifications in this request for bid are the minimum acceptable. When specific manufacturer and model numbers are used, it is to establish a design, type construction, quality, functional capability and / or performance level desired. Alternates may be bid, identified by manufacturer, stock number and adequate information to establish equivalency.
- 35. **STATUS OF SUPPLIER:** The Supplier is an independent contractor performing services for New Mexico Tech and neither he / she nor his / her agents or employees shall, as a result of the resultant agreement, accrue leave, retirement, insurance, bonding authority, use of New Mexico Tech vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of New Mexico Tech. The Supplier acknowledges that all sums received under the resultant agreement are personally reportable by him / her for income, self-employment and other applicable taxes.
- 36. **SUBMISSIONS OF SAMPLES / DRAWINGS / LITERATURE:** It may be necessary to test samples or have demonstration to make an award. All samples, when required, shall be furnished free of expense to New Mexico Tech. Returns shall only be made at the Bidder's request and expense.
- 37. **TAXES:** New Mexico Tech is exempt from New Mexico Sales Taxes on materials, except those used in construction. Services provided to New Mexico Tech are not exempt. Taxes on services should be included as a separate line item and not included in the bidder's base price bid. For state reporting purposes,

when tax is applied to a service the location code for Socorro is 25-125 and remainder of county is 25-025.

- 38. **TECHNICALITIES:** New Mexico Tech reserves the right to waive any technical irregularities in the form of the bid of the low bidder which do not alter price, quality or quantity of the services, construction or items of tangible personal property bid.
- 39. **TERM OF CONTRACT:** For all pricing agreements it shall be one (1) year with renewal options for three (3) additional years, upon agreement by both parties. For one time purchase of goods and services the term shall be upon delivery and final payment.
- 40. **WARRANTY OF MATERIALS AND EQUIPMENT:** Unless otherwise specifically stated by the bidder, all equipment, materials, supplies and workmanship furnished or installed to be free of defects and shall agree to replace solely at his / her expense any and all defective equipment, parts, etc. within a one (1) year period after the date of acceptance of the items and / or installation by New Mexico Tech unless otherwise agreed to in writing at the time of award. Bidder also warrants the materials, supplies or services furnished to be exactly as specified in the order, free from defects and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by bidder. All applicable UCC warranties, express and implied, are incorporated herein.
- 41. **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 may result in forfeiture of the security if the bid is withdrawn following the opening.
- 42. **WORKERS' COMPENSATION:** A potential Supplier agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Supplier fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be terminated for non-compliance, effective immediately.

NEW MEXICO TECH

Bid Response
(Return with Bid)

Vendor Name: _____

Vendor New Mexico In-State and Native American Preference Number: _____
(include copy of certificate)

Or

Vendor New Mexico Veterans and Native American Preference Number: _____
(include copy of certificate)

New Mexico Tech will be closed from December 21, 2024 – January 1, 2025. Questions received via email during that time will not be answered until we return on January 2, 2025.

| ITEM NO. | DESCRIPTION | QTY | Unit of Measure | UNIT PRICE | EXTENDED PRICE |
|----------|--|-----|-----------------|------------|----------------|
| 1 | R2- Series, ODU, High Efficiency, PN: PURY-EP120TNU-A or equal | 1 | ea | \$ | \$ |
| 2 | R2- Series, ODU, High Efficiency PN: PURY-EP144TNU-A or equal | 1 | ea | \$ | \$ |
| 3 | Side Snow/Hail Guards (2 pieces PN: SGN-1 or equal | 2 | ea | \$ | \$ |
| 4 | Front/Rear Snow/Hail Guard (L Module) PN: SGN-3 or equal | 4 | ea | \$ | \$ |
| 5 | Snow Hood – Large Module PN: SHN-1 or equal | 4 | ea | \$ | \$ |
| 6 | Reducer PN: CMY-R301S-G or equal | 4 | ea | \$ | \$ |
| 7 | Wall mounted Indoor Unit PN: PKFY-P04NLMU-ER1.TH or equal | 4 | ea | \$ | \$ |
| 8 | 4-Way Ceiling Recessed Cassette w/Standard Grille PN: PLFY-P05NFMU-E-KIT or equal | 19 | ea | \$ | \$ |
| 9 | 4-Way Ceiling Recessed Cassette w/Standard Grille PN: PLFY-P08NFMU- E-KIT or equal | 5 | ea | \$ | \$ |
| 10 | 4-Way Ceiling Recessed Cassette w/Standard Grille PN: PLFY-P12NFMU- E-KIT or equal | 9 | ea | \$ | \$ |
| 11 | 16 Branch (Main BC) PN: CMB-P1016NU-JA2 or equal | 1 | ea | \$ | \$ |
| 12 | 16 Branch (Single BC) PN: CMB-P1016NU-J2 or equal | 1 | ea | \$ | \$ |
| 13 | 8 Branch (Sub BC) | 1 | ea | \$ | \$ |

| | | | | | |
|----|--|----|-----|----|----|
| | PN: CMB-P108NU-KB2 or equal | | | | |
| 14 | Super Stand w/48in Rails, 12in Tall PN: QSSB48M-12 or equal | 2 | ea | \$ | \$ |
| 15 | Refrigeration Ball Valve – 3/8” PN: BV38BBSI or equal | 40 | ea | \$ | \$ |
| 16 | Refrigeration Ball Valve – 5/8” PN: BV58BBSI or equal | 40 | ea | \$ | \$ |
| 17 | Simple MA Remote Controller PN: PAC-YT53CRAU-J or equal | 37 | ea | \$ | \$ |
| 18 | BACnet Master CC License PN: LIC-BACNET MASTER or equal | 1 | ea | \$ | \$ |
| 19 | AE-200 Centralized Controller PN: AE-200A or equal | 1 | ea | \$ | \$ |
| 20 | Diamon Controller PN: DC-8000 or equal | 1 | ea | \$ | \$ |
| 21 | 1000’ Roll M-Net Control Wire PN: CW162S-1000 or equal | 2 | ea | \$ | \$ |
| 22 | 25lbs Bottle R410A PN: 25R410A or equal | 4 | ea | \$ | \$ |
| 23 | Start Up & Commissioning Assistance | 1 | lot | \$ | \$ |
| | | | | | |
| | TOTAL | | | | |

Bid amounts shown above shall include all equipment, freight, packaging, warranty, insurance, and other associated costs within the unit costs that are bid. Delivery under this bid is F.O.B Destination to: Socorro, NM 87801.

If quoting other than brand name, please provide product literature.

Delivery will be _____ days ARO (to be completed by vendor).

Payment terms _____

ACKNOWLEDGMENT OF ADDENDUM (Please check website to ensure that all addenda have been received prior to submitting your bid).

#1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____

Signature: _____ Date: _____

Vendor name: _____

Email address: _____ Phone number: _____