

Bill To: CNM Ingenuity, Inc.

525 Buena Vista Dr SE
Albuquerque, NM 87106

Send all Invoices to: CNM_inovices@cnm.edu

Contract Reference	
Contract Start Date	Aug 19, 2025
Contract End Date	Jun 30, 2026

Supplier:

Atlas Copco North America Inc

6416 Inducon Drive West
Sanborn, NY 14132
United States of America

Supplier ID :SUP-007677

CNM Contact: Kevin Herrera

Phone: +1 (505) 2244000 x55074

Email: kherrera27@cnm.edu

Payment Terms	Currency	Total
Net 30	USD	\$95,300.00

Memo: REFERENCE: NMSA 13-1-108
REFERENCE: INVITATION FOR BIDS # B-2990
REFERENCE: SUPPLIER'S RESPONSE TO B-2990

CNM CONTACTS:

Brian Rashapp, (505) 224-4000 x 54219, brashap@cnm.edu

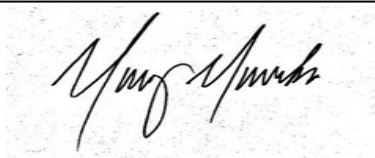
Helena Tinoco, (505) 224-4000 x 54555, htinoco@cnm.edu

INDEFINITE QUANTITY PRICE AGREEMENT FOR VACUUM SYSTEM FOR QUANTUM LAB ON AN AS NEEDED BASIS WITH PRICING PER VENDOR RESPONSE TO B-2990

THIS INDEFINITE QUANTITY PRICE AGREEMENT MAY BE MARKETING AND MADE AVAILABLE FOR USE BY OTHER ENTITIES WITHIN THE STATE OF NEW MEXICO UNDER THE STATE OF NEW MEXICO PUBLIC PURCHASES AND PROPERTY ACT, NMSA 1978, ARTICLE 1, PROCUREMENT, SECTION 13-1-129, "PROCUREMENT UNDER EXISTING CONTRACTS."

PURCHASE ORDERS SHALL BE ISSUED AS RELEASES AGAINST THIS SUPPLIER CONTRACT. ALL INVOICES MUST REFERENCE THE PURCHASE ORDER NUMBER.

Authorized by:



Marcos Mendiola

Total: \$95,300.00

Central New Mexico Community College (CNM)

BID DOCUMENT with Vendor's Response

(Edwards Vacuum LLC)

Vacuum System for Quantum Lab

Bid Number: B-2990

Closing Date: 08/08/2025 15:00:00 MT

525 Buena Vista SE
Albuquerque, New Mexico, 87106
Telephone: 505-224-4546

Fax: 505-224-4548

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I. BUYER INFORMATION

BUYER	KEVIN HERRERA
PHONE	505-224-4000 x 55074
BID NUMBER:	B-2990
LEGAL ADVERTISEMENT DATE	July 24, 2025
BID OPENING DATE/TIME	08/08/2025 15:00:00 MT
BID OPENING LOCATION	CNM'S MAIN CAMPUS TED F. MARTINEZ BUILDING, ROOM TM-204 525 BUENA VISTA DRIVE SE ALBUQUERQUE, NM 87106 Join the meeting now Meeting ID: 222 486 042 934 7 Passcode: fQ3wK3bA
BID FREIGHT TERMS	FOB DESTINATION FREIGHT INCLUDED
PAYMENT TERMS	NET 30 DAYS
NUMBER OF RESPONSES REQUIRED	ONE (1), USING CNM's ONLINE PROCUREMENT TOOL
IS PROCUREMENT FOR A PUBLIC WORKS PROJECT? (YES/NO)	NO. SECTION A PARAGRAPHS 35 & 56 DO NOT APPLY.

II. INTRODUCTION

Central New Mexico Community College (CNM) invites you to submit a bid on the goods and/or services specified in this Invitation for Bids (IFB). Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this Invitation for Bids may result in your Bid being declared non-responsive. The purchase of goods and/or services awarded under this Invitation for Bids is subject to CNM's Purchase Order Terms and Conditions as well as all statements contained in this Invitation for Bids. All terms and conditions of the Invitation for Bids shall remain unchanged for the duration of any resultant agreement(s) and shall supersede and take precedence over any vendor agreement forms. Additional or different terms proposed by the vendor are hereby rejected.

The Procurement Code, NMSA 1978 Sections 13-1-28 through 13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for

bribes, gratuities and kick-backs.

Any and all clarifications of instructions, specifications, scope, requirements, insurance, bonds, or Bid preparation, etc. shall be made only by the Buyer listed above. All requests for clarification on specifications, requirements, scope, insurance, bonds, or bid/proposal preparation, etc. must be made in writing, addressed to the Buyer listed above, issued through this, CNM's Online Procurement System and submitted no later than five (5) business days prior to the bid due date or as indicated on the Online Procurement Tool. If appropriate in CNM's sole judgment, CNM Purchasing may issue a written Amendment or amendments which shall thereafter become part of this Invitation for Bids. All Amendments shall be issued through CNM's Online Procurement Tool. No oral interpretations shall be binding upon CNM unless reduced to a written amendment issued by CNM Purchasing prior to the IFB due date and time. Your reliance on any such oral interpretations shall be deemed to be unreasonable.

Each respondent, by submitting a response, represents that the respondent has read and completely understands the Invitation for Bids documents and agrees to abide by the terms of this IFB and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this Invitation for Bids shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

The Purchase Order terms and conditions on the reverse side of CNM's purchase order are an equal and integral part of this Invitation for Bids (IFB) and are listed in Section B. The terms, conditions and specifications contained in this IFB (Sections A & B) 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 amendments.

CNM is not responsible for representations made by any of its officers or employees prior to the execution of the Agreement(s) unless such understanding or representation is included in the IFB or in subsequent written amendments or responses provided to all proposers by CNM's Purchasing Department. CNM is responsible only for that which is expressly stated in the solicitation document and any authorized amendments thereto. Any cost incurred by the Respondent in preparation, transmittal or presentation of any Bid or material submitted in response to the IFB shall be borne solely by the Respondent.

Contractor shall not be an employee of CNM and is responsible for federal and state payroll and service taxes such as social security, unemployment and gross receipts taxes. Goods and/or services required by this IFB for which the Successful Offeror does not identify cost will be borne at the Offeror's expense and will not be charged to CNM.

III. REQUIRED SUBMITTALS

- EXHIBIT 1, BID RESPONSE FORM
- EXHIBIT 2: OFFEROR'S ACCEPTANCE OF THE INVITATION FOR BIDS AMENDMENTS, TERMS AND CONDITIONS
- EXHIBIT 3: DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT
- EXHIBIT 4: NEW MEXICO RESIDENT & RESIDENT VETERAN'S PREFERENCE CERTIFICATION

EXHIBITS 2, 3, and 4 must be digitally accepted by the firm's authorized representative.

IV. SUBMITTAL INSTRUCTIONS

1. **SUBMITTING YOUR ONLINE RESPONSE:** All responses must be submitted using CNM's Online Procurement Tool.
 - a. **OTHER SUBMISSIONS ARE NOT ALLOWED:** The following types of submission responses to a CNM Invitation for Bids/Request for Proposals issued through CNM's Online Procurement Tool are not allowed and will NOT be accepted and CANNOT be considered for award.
 1. Those printed on paper format and sent to CNM by mail or courier
 2. Faxed submissions
 3. Electronically mailed (email) submissions.
 4. Any other type of submission made other than using CNM's Online Procurement Tool.
 5. Alternate Offers. CNM's Online Procurement Tool allows only one response per Company and does not accommodate Alternate offer(s) to the base offer.
 - b. **DUE DATE AND TIME:** All responses must be received by CNM's Online Procurement System on or before the "Closing Date" and time listed on CNM's Online Procurement Tool.
 - c. **LATE RESPONSES:** Bids/Proposals received after the due date/time will not be accepted by CNM's Online Procurement Tool.
 - d. **NOTE:** CNM's Online Bidding/RFP Response System uses the Internet and the World Wide Web which comprises systems that are completely out of CNM's control including but not limited to: the College, its agents, and registered suppliers' respective internet service providers. CNM, its employees and its agents are not responsible for Internet outages, hardware failures, software failures, downtime, internet slowness, acts of God, power failures, and/or user errors. It is the Offeror's responsibility to complete all Exhibits fully and submit the online response with sufficient time to ensure that it is received by CNM's Online Procurement Tool on or before the due date and time. **BID/PROPOSAL RESPONSES SUBMITTED BY CONTRACTORS AND/OR VENDORS MUST BE COMPLETELY AND SUCCESSFULLY UPLOADED INTO CNM'S ONLINE PROCUREMENT TOOL PRIOR TO THE DUE DATE/TIME. RESPONSES THAT DO NOT COMPLETELY AND SUCCESSFULLY UPLOAD INTO CNM'S ONLINE PROCUREMENT TOOL PRIOR TO THE DUE DATE/TIME WILL NOT BE ACCEPTED. CNM STRONGLY SUGGESTS THAT OFFERORS SUBMIT THEIR OFFERS ONE (1) TO TWO (2) DAYS PRIOR TO THE RFB/RFP CLOSING (DUE) DATE/TIME.**
2. **REQUIRED SUBMITTALS:** To bid on the goods or services specified herein, use CNM's Online Procurement System to complete the information requested in the spaces provided on the Online response forms supplied per Exhibits 1, 2, 3 and 4.
3. **COMPLETING ONLINE FORMS:** All blank spaces, check boxes and Radio Buttons for bid prices, manufacturer's name and product number offered, delivery, warranty, etc. must be entered using CNM's Online Procurement System. Mandatory fields in the Exhibits are marked with an asterisk.
 - a. **MANDATORY FIELDS:** Mandatory Fields in the Exhibits are marked with an asterisk. All mandatory fields must be completed before the Offeror will be able to submit his Online Bid.

- b. **CORRECTIONS:** Corrections can be made by the Offeror at any time prior to the Invitation for Bids closing date and time.
- c. **WITHDRAWING AN ONLINE OFFER:** Online Bid/RFP Responses may be withdrawn at any time prior to the time and date set for IFB/RFP closing. Offers may not be withdrawn after the Bid/RFP Opening Date and Time.
- d. **VENDOR QUESTIONS:** All questions must be submitted using CNM's Online Procurement Tool.
 - 1. **DEADLINE:** All questions must be received on or before deadline listed in CNM's Online Procurement Tool. No questions will be accepted after the posted date and time.
 - 2. Do not send questions via email.
- 4. **INVITATION FOR BIDS OPENING:** IFB Response Openings are open to the public. Offerors are invited to attend.
- 5. CNM reserves the right to accept or reject any or all responses and to waive technical irregularities.

END OF iv. SUBMITTAL INSTRUCTIONS

V. TENTATIVE SCHEDULE OF EVENTS

EVENT	DATE/TIME
Deadline for Questions/Clarifications	See Online Procurement Tool, "Question Deadline Date"
IFB Amendments	Issued by August 1, 2025
Submission of Bid	BIDS MUST SUBMITTED USING CNM's ONLINE PROCUREMENT TOOL.
Due Date:	See Online Procurement Tool, "Bid Closing Date"
Due Time:	See Online Procurement Tool, "Bid Closing Date"
Approximate Award Date:	September 31, 2025

EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Tentative Schedule of Events shown above.

Deadline for Questions/Clarifications: Between the time of issuance of this Invitation for Bids (IFB) and the question submission deadline, interested firms are encouraged to post any questions or requests for clarification regarding this IFB or the scope of the work per Section C using CNM's Online Procurement Tool. Only questions submitted in writing using the Online Procurement Tool will be answered and all submitted written questions and their answers will be summarized in the form of an Amendment to this IFB. Verbal questions/discussions will have no binding effect. All Amendments, if any, will be posted on CNM's Online Procurement Tool for the benefit of all Respondents. CNM's Online Procurement Tool will notify all document takers when an Amendment is posted for this Procurement.

IFB Amendment(s): Should any Amendment to this IFB be deemed necessary between issuance of the IFB and the IFB Response submission deadline, it will be posted using CNM's Online Procurement Tool. CNM's Online Procurement Tool will notify the document takers when an Amendment is posted for this IFB. If an Amendment requires a time extension, the Response submission date will be changed as part of a written Amendment.

Due Date and Due Time: The due date and time is identified in CNM's Online Procurement Tool and is identified as the "Bid Closing Date". All offers must be fully uploaded and received by the Biddingo System prior to the Bid Closing Date and Time. The Biddingo System will not accept any offer that is late. The Biddingo server is the official clock. All responses must be submitted for receipt by the Biddingo system before the "Bid Closed in" countdown reaches 0 Days 00:00:00.

Notice of Award: The Procurement Manager will notify Respondents of the final Award via email submitted through CNM's Online Procurement Tool.

SECTION A: STANDARD BID TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT OF AMENDMENTS.** Email notifications are sent to prospective Contractors on Amendments/Addenda and are made available for inspection using CNM's online procurement tool. Contractor's responding to CNM's RFP are required to check the "Confirm" check box agreeing to the statement, "I (the vendor) have fully checked and accept all the amendments issued" by the Bidding System. No offers can be submitted until this check box is selected and all required responses have been completed. If the Contractor submits an offer, and a new Amendments is issued, then it is the Contractor's responsibility to resubmit their offer confirming agreement to any new Amendments.
2. **ADDRESSES FOR NOTICES.** Any notice required to be given or which may be given under this Invitation or any resultant price agreement shall be in writing and delivered in person or via first class mail to Central New Mexico Community College, Purchasing Department, 525 Buena Vista, SE, Albuquerque, NM 87106.
3. **AWARD OF BIDS.** CNM reserves the right to award this bid 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 CNM. Any/all award(s) made as a result of this Invitation for Bids (IFB) shall have the following precedence of documents:
 - a. CNM's Purchase Order and Agreement (If applicable).
 - b. This Invitation for Bids, Scope of Work, Minimum Qualifications, and Terms and Conditions.
 - c. Contractor's response to this Invitation for Bids.
4. **AWARDS.** CNM reserves the right to make multiple awards of the items, projects and/or sections of this Invitation. 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.
5. **BID NEGOTIATION.** Bidders will not be afforded an opportunity for discussion and revision of bids.
6. **BID OPENING.** Bid will be opened publicly on the bid due date and time specified on the bid cover sheet in the Purchasing Department Office. Anyone may attend the opening.
7. **BID SECURITY.** Bid security shall be required for Public Works projects. If required, Bid Security requirements shall be identified Section C. When required, a scanned copy of the Offeror's Bid Security shall be uploaded and included with the Offeror's Online response. The Bid Security shall

be issued by a bonding agency at an amount equal to 5% of the total bid amount. The bond shall be provided by a surety company authorized to do business in the state of New Mexico. Following the Bid opening, CNM may request and Offeror shall provide the hardcopy original of the Bid Security upon request. Failure to provide the valid hardcopy original will render the Vendor's offer as non-responsive.

8. **CANCELLATION.** CNM reserves the right to cancel without penalty this Invitation, any resultant price agreement or any portion thereof for unsatisfactory performance, unavailability of funds, or when it is in the best interest of CNM.
9. **CHANGES/ALTERATIONS AFTER AWARD.** Changes or alterations after any award can only be made if agreed to in writing by CNM.
10. **CHANGE IN CONTRACTOR REPRESENTATIVES.** CNM reserves the right to request a change in Contractor representatives if the assigned representatives are not, in the opinion of CNM, meeting its needs adequately.
11. **CONFIDENTIALITY.** Any information provided to or developed by the Contractor in the performance of any resultant agreement shall be kept confidential and shall not be made available to any other individual or organization by the Contractor without prior written approval of CNM.
12. **CONTRACT.** CNM's purchase order shall be considered the binding agreement/contract. In the event of any inconsistent or incompatible provisions, the purchase order (excluding Contractor's bid) shall take precedence, followed by the provisions of the Invitation to Bid, and then lastly, the terms of the vendor's bid response.
13. **DAMAGE AND SECURITY OF CNM PROPERTY.** The Contractor shall be responsible for all damage to persons or property that occurs as a result of their fault or negligence, or that of any of its employees, agents and/or subcontractors. Contractor shall save and keep harmless CNM against all loss, cost, damage, claims, expense or liability in connection with the performance of any resultant price agreement. Any equipment or facilities damaged by the Contractor's operations shall be repaired and/or restored to their original condition at the Contractor's expense, including but not limited to cleaning and painting. The Contractor shall be responsible for security of all its equipment and for the protection of work done under any resultant price agreement until final acceptance of the work.
14. **DELIVERY.** Delivery is an important consideration and may be a factor in determining any award. Please state your earliest delivery date in the space provided on the response form. Delivery to be made to CNM Receiving/Warehousing, 901 Buena Vista SE, Albuquerque, NM 87106, unless otherwise specified.
15. **DELIVERY DELAYS.** If after award, the Contractor becomes aware of possible problems that could result in delay in the agreed-to delivery schedule, the Contractor 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 Contractor of its contractual obligations. However, failure to notify CNM promptly will be a basis for determining the Contractor responsibility in an otherwise excusable delay.

16. **DIGITAL ACCEPTANCE.** The response must be digitally accepted by an authorized representative in order for bid to be considered responsive. Digital Acceptance to Exhibit B: Offeror's Acceptance of the Invitation for Bids Amendments, Terms and Conditions must be provided.
17. **DISCREPANCIES.** If any bidder is of the opinion that the bid specifications as written preclude him/her/it from submitting a response to this Invitation for Bids, it is specifically requested that the bidder's opinion be made known to the Buyer, in writing, at least seven (7) days prior to the established bid opening date.
18. **DISRUPTION OF NORMAL ACTIVITY.** All work shall be performed so as not to interfere with normal CNM activities. When it is necessary to disrupt normal activities, the schedule of work and the areas to be affected must be approved by CNM's authorized representative prior to commencement of the work.
19. **EMPLOYEE CERTIFICATION.** The Contractor and all Contractor's employees utilized on the work to be performed under this Invitation must have the proper certification(s) and license(s) to comply with State and local requirements connected to this invitation. The Contractor shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs under this Invitation.
20. **EQUIPMENT REQUIRED.** The Contractor shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work under this Invitation except as otherwise noted in the Specifications.
21. **EXCLUSIVE RIGHTS.** Under no circumstances shall this Agreement be construed or deemed to be a contract whereby CNM grants Contractor exclusive right to furnish CNM its needs or requirements for services described herein.
22. **FORCE MAJEURE.** Neither party to a resultant agreement will be liable to the other for any failure or delay in performance under a resultant agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing or late in performing.
23. **GOVERNING LAW.** This Invitation and any resultant price agreement will be interpreted and governed by the Laws of the State of New Mexico.

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24. **INSPECTIONS.** The Contractor shall be responsible for securing at its own expense, all required inspections to comply with Federal, State, and/or local regulations governing the work performed under this Invitation. CNM will inspect all work done under this invitation to verify compliance with specifications contained herein. The Contractor shall call for all required inspections and have a representative present at all inspections.
25. **INSURANCE REQUIREMENTS** The successful vendor(s) may be required to carry insurance meeting the requirements in the Attachment A labeled "INSURANCE REQUIREMENTS" or as noted in the specifications. The successful vendors shall submit the Certificate of Insurance only upon request by CNM to the appropriate Buyer prior to commencing work under any resultant price agreement. Insurance must remain in effect for the entire term of a resultant price agreement and must be extended to coincide with any future price agreement extension. This Invitation for Bids Number must appear on the Certificate of Insurance. Note: The successful vendor shall agree to comply with state laws and rules pertaining to workers' compensation insurance for its employees. If the successful vendor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, any resultant contract may be canceled effective immediately.
26. **INVITATION TERMS PART OF CONTRACT.** This Invitation along with its attachments will be considered to be part of any resultant price agreement and/or purchase order and is to be incorporated by reference.
27. **LATE SUBMISSIONS.** Late submissions of bids will not be considered. CNM's Online Procurement Tool will not accept any bids submitted after the bid closing date and time.
28. **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 offer may be requested by the Buyer following the opening.
29. **NEW MATERIALS REQUIRED.** All materials and equipment delivered and/or installed under this Invitation shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment (unless otherwise specified in the supplementary bid terms and conditions). 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 items shall be submitted to CNM's authorized representative.
30. **NON-DISCLOSURE AGREEMENT.** The successful Vendor(s) may be required to sign a Non-Disclosure Agreement (NDA). If applicable to this Solicitation, see Attachment C for a Sample Non-Disclosure Agreement that would be used for this purpose. Attachment C will not be included in the Invitation for Bids document set if it is not applicable to the Solicitation.
31. **OPTION TO RENEW.** CNM reserves the option to renew any resultant agreement, contingent upon fiscal funding, as provided for within Section 13-1-150 NMSA 1978, if such renewal is found

to be in the best interests of CNM. Renewal options will be exercised in increments of one-year terms unless otherwise agreed to by both parties.

32. **OWNERSHIP OF MATERIAL.** During the term of any resultant agreement, ownership of all data, material, and documentation originated and prepared by the Contractor for CNM shall belong exclusively to CNM.
33. **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 Contractor's expense.**
34. **PAYMENT DISCOUNTS.** CNM will take advantage of payment discounts offered whenever possible; however, payment discounts will not be used as a means to determine the lowest responsible bidder.
35. **PERFORMANCE AND PAYMENT BONDS.** Performance and Payment bonds shall be required for Public Works projects. If required, Performance and Payment Bonds shall be listed as a requirement in Exhibit 1, Bid Response form. The performance bond and a payment bonds, covering materials and labor, each in the amount of 100% of any resultant price agreement cost is required. The bond must be executed by the bidder with a surety company authorized to do business in New Mexico or other suitable sureties approved by the State Board of Finance. The performance and payment bonds must be received by the buyer issuing any award within 14 days of the award. Performance and Payment bonds must meet the requirements of 13-4-18 NMSA, 1978.
36. **PERIOD FOR BID ACCEPTANCE.** The Bidder agrees, if their bid is accepted within 90 calendar days of the closing date, to furnish the goods and services at the prices set forth in their bid, delivered to the designated point(s) within the specified time in the delivery schedule. Failure to comply may deem the offer as non-responsive. An additional time period may be requested elsewhere in this Invitation.
37. **PRICE AGREEMENT.** An Awardee of a Price Agreement established with CNM 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."
38. **PUBLIC INFORMATION.** All information, except that marked 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.
39. **PURCHASE ORDER TERMS AND CONDITIONS.** CNM's Purchase Order Terms and Conditions are an equal and integral part of this Invitation.

40. **REFERENCES MAY BE REQUIRED.** Bidder may be requested to furnish the minimum number of references requested herein. Failure to submit the information may result in your bid being considered non-responsive. Bidder, by furnishing these references, agrees to allow CNM to contact any person or organization listed, and to utilize information obtained in the evaluation of the bid response.
41. **RELEASES.** Upon final payment of the amount due under the terms of any resultant agreement, the Contractor shall release CNM, its officers and employees from all liabilities, claims and obligations arising from or under the terms of the resultant agreement. The Contractor agrees not to purport to bind CNM to any obligation not assumed herein by CNM unless CNM has expressly authorized the Contractor to do so and then only within the strict limits of that authority.
42. **REPLACEMENT PARTS.** The quality of all replacement parts shall be equal or greater than the quality of the original parts being replaced. All replacement parts shall be new unless otherwise agreed to in writing.
43. **REPORTS AND INFORMATION.** At such times and in such forms as CNM may require, there shall be furnished to CNM such statements, records, reports, data and information, as CNM may request pertaining to matters covered by all resultant agreements to this Invitation to Bid.
44. **RESIDENTIAL PREFERENCE.** Not applicable. Federal funded.
45. **RESPONSIBLE BIDDER.** CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of a bidder (i.e., prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation for bids). Bidder shall provide audited financial statements if requested by CNM.
46. **RESPONSIVENESS OF BIDS.** Bidders are hereby expressly instructed that all bids in response to this solicitation shall meet all specifications and requirements of this solicitation.
47. **SERVICES AGREEMENT.** Any Award made to the successful Vendor(s) may include a Services Agreement. If applicable to the Solicitation, see Attachment B, "Sample Services Agreement" that would be used the basis for this Agreement. Attachment B will not be included in the Invitation for Bids document set if it is not applicable to the Solicitation.
48. **SEVERABILITY.** If any provision of any resultant agreement is found invalid or unenforceable, the remainder of the resultant price agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.
49. **STATE AND LOCAL ORDINANCES.** The Contractor shall perform work under any resultant

price agreement in strict accordance with the latest 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 Contractor. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Contractor 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.

50. **STATUS OF CONTRACTOR.** The Contractor is an independent contractor performing services for CNM and neither it nor its agents or employees shall, as a result of any resultant agreement, accrue leave, retirement, insurance, bonding authority, use of CNM vehicles, or any other benefits, prerequisites or allowances normally afforded only to employees of CNM. The Contractor acknowledges that all sums received under any resultant agreement are personally reportable by him/her for income, self-employment and other applicable taxes.
51. **SUBCONTRACTORS.** Any work subcontracted by the Contractor shall require the prior written approval of the subcontractor by CNM.
52. **SUBMISSIONS OF SAMPLES/DRAWINGS/LITERATURE.** It may be necessary to test samples or have demonstrations to make an award. All samples, when required, shall be furnished free of expense to CNM. Returns shall only be made at the Bidder's request and expense. Bid samples or descriptive literature should not be submitted unless expressly requested; and, regardless of any attempt by a bidder to condition the bid, unsolicited bid samples or descriptive literature shall be submitted at the Bidder's risk.
53. **SUBMITTALS.** To submit an offer on the goods or services specified, provide online responses to the scope of work/services, specifications, and evaluation criteria contained herein using CNM's Online Procurement System. Mailed, Telegraphic / Facsimile, electronic mailed (email), or other Bid submittals other than those made using CNM's online procurement tool WILL NOT be accepted or considered for award.
54. **SUPPLEMENTAL CONSTRUCTION TERMS AND CONDITIONS.** If applicable to the Solicitation, the Invitation for Bids document set will include and Vendor responses and any resultant award will be subject to meeting the requirements of Section A.1, SUPPLEMENTAL CONSTRUCTION TERMS AND CONDITIONS. Section A.1 will not be included in the Invitation for Bids document set if it is not applicable to the Solicitation.
55. **TAXES.** CNM is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on Materials, except construction materials used by a Contractor. Services are not exempt. Taxes on services should be included as a separate line item and not included in your base price bid. Applicable taxes are excluded from the evaluation of the bid.
56. **TECHNICALITIES.** CNM 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.

57. **WAGE RATES.** Public Works Projects with an estimated cost greater than sixty thousand dollars (\$60,000.00) will be subject to the Public Works Minimum Wage ACT (13-4-11 through 14-4-17, NMSA 1978). Wage Rate Decisions must be obtained prior to the beginning of work from the New Mexico Department of Workforce Solutions.
58. **WITHDRAWAL OF BIDS.** Bids may be withdrawn by the Offeror at any time prior to the Bid due date and due time.
59. **WORKMANSHIP/COOPERATION.** All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The Contractor will cooperate with CNM and other contractors and coordinate thier work involving other contractors through CNM's authorized representative.

SECTION B: GENERAL / PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT.** When the Central New Mexico Community College (CNM) Purchasing Department issues a purchase order to a Vendor, a binding contract is created. This Purchase Order is the sole and entire agreement between the parties; any documents incorporated into this agreement are listed explicitly on the front side of this Purchase Order, or are incorporated by implication by the terms of this Purchase Order. Any terms inconsistent with or in addition to this Purchase Order proposed by Seller are deemed rejected unless agreed to in writing by CNM Purchasing Department.
2. **ASSIGNMENT.** This order is assignable by CNM. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of CNM.
3. **CHANGES.** CNM may make changes to this order by giving notice to Vendor and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by the Vendor shall be recognized without written approval of CNM. Any claim by Vendor for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Vendor of notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Vendor from proceeding with performance of the order as changed hereunder.
4. **FOB POINT.** Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is CNM's designated campus address.
5. **TERMINATION AND DELAYS.**
 - a. CNM may terminate this order for convenience in whole or in part at any time. CNM shall pay Vendor as full compensation for performance until such termination based upon the unit or pro-rata order price for the delivered and accepted portion, provided however, compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Vendor's actual cost and shall not include anticipated profits.
 - b. CNM may terminate this order at any time in whole or in part for Vendor's default if Vendor refuses or fails to comply with the provisions of this order or fails to make progress so as to endanger performance and does not cure such failure within what CNM considers to be a reasonable period of time.
6. **INSPECTION.** CNM 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.

7. **ACCEPTANCE AND REJECTION.** All items are to be NEW and most current production, unless otherwise specified. If prior to final acceptance, any goods or services are found to be defective or not as specified, or if CNM is entitled to revoke acceptance of them CNM 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 CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unaccepted goods or service. 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.
8. **TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to CNM upon acceptance at the FOB point specified, subject to the right of CNM to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the CNM Purchasing Department. Time is of the essence and the Purchase Order is subject to termination for failure to deliver on time.
9. **WARRANTIES.** Seller warrants the good 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 samples furnished by Seller. All applicable UCC warranties express and implied are incorporated herein.
10. **PACKING, SHIPPING AND INVOICING.**
- a. CNM's purchase order number and the Vendor's name shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. CNM's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packaging ticket.
 - b. The Vendor's invoice shall be submitted, duly certified and shall contain the following information: purchase order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to CNM's Business Office via email to CNM_Invoices@cnm.edu and NOT to CNM's Purchasing Department.
11. **INSTRUMENTALITIES.** Vendor shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this purchase order, its attachments or any Agreement/Contract relating to this order.
12. **PAYMENT TERMS.** Upon written request from Seller for payment CNM shall, within thirty (30) days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within thirty (30) days after certification of acceptance Late payment charges shall be paid in the amount and under the conditions stated in Section 13-1-158, NMSA 1978.
13. **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.

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14. **DISCOUNTS.** If prompt payment discounts apply to this order, any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice is received by CNM's Business Office. In the event testing is required, the discount time shall begin upon the completion of the tests.
15. **TAXES.** The unit price shall exclude all applicable taxes. CNM is tax exempt on Supplies. Taxes shall apply on Services only.
16. **AUDIT.** The Vendor shall maintain detailed time records which indicate the date, time and nature of any services rendered. Vendor shall maintain detailed records of all materials or supplies delivered to CNM under this order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payment. Payment under any related Agreement/Contract shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Vendor.
17. **INDEMNIFICATION AND INSURANCE.** Vendor assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of any work performed by Vendor, 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 CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act, NMSA 1978 41-4-1 through -27, as amended. Vendor shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Vendor will also indemnify, defend and hold harmless CNM against any joint and several liabilities imposed against CNM with respect to strict products liability claims attributable to the fault of the Vendor. Vendor agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering all obligations under this order.
18. **PATENT AND COPYRIGHT INDEMNITY.** Vendor shall pay all royalty and license fees relating to deliverables and other items covered under this order. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered under this order infringes any copyright, trademark, patent, or other intellectual property rights.
19. **WORKERS COMPENSATION.** No Workers Compensation insurance has been or will be obtained by CNM on account of Vendor or its employees or agents. Vendor shall comply with state laws and rules pertaining to workers compensation benefits for its employees.
20. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** Vendor will not discriminate against

any employee or applicant for employment because of race, color, religion, sex, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

21. **INDEPENDENT BUSINESS.** Neither Vendor nor any of its agents shall be treated as an employee of CNM for any purpose whatsoever. Vendor declares that Vendor 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 order. Vendor further declares that it is engaged in the same or similar activities for other clients and that CNM is not Vendor's sole or only client or customer.
22. **SELLERS 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 CNM.
23. **PAYROLL OR EMPLOYMENT TAXES.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid CNM 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. Seller may be liable for self-employment (social security) tax, to be paid by Seller according to law.
24. **CONFLICT OF INTEREST.** Vendor shall disclose to CNM's Purchasing Department the name(s) of any CNM employee or member of CNM's Governing Board who has a direct or indirect financial interest in the Vendor or in the proposed transaction. A CNM employee (or CNM Governing Board Member) has a direct or indirect financial interest in the Vendor or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Board Member or a close relative has an ownership interest in the Vendor (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Vendor, is a partner, officer, director, trustee or consultant to the Vendor, has received grant, travel, honoraria or other similar support from the Vendor, or has a right to receive royalties from the Vendor. Vendor shall immediately notify CNM's Purchasing Department in regard to any conflict of interest.
25. **PENALTIES.** The Procurement Code, Section 13-1-28 et seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

26. **APPLICABLE LAW.** Each party acknowledges that this order is subject to the laws of the State of New Mexico and the New Mexico Procurement Code, NMSA 1978 13-1-28 through -199, as amended, all of which shall apply to every CNM purchase or Agreement/Contract for tangible personal property, services and construction, including participation made pursuant to this order. Other Applicable Laws may include any provision required to be included in an Agreement/Contract by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

27. **CAMPUS POLICY.** Vendor will comply with all applicable laws, College policies and industry standards in performing services under this purchase order, including but not limited to laws, policies, and regulations mandated during any government emergency or pandemic.

END OF SECTION B: PURCHASE ORDER TERMS AND CONDITIONS

SECTION B: PURCHASE ORDER TERMS AND CONDITIONS FOR SOFTWARE

1. INSPECTION AND AUDIT.

- a. CNM 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. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedures required by the specification are in addition to CNM's rights under this paragraph.
- b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to CNM under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

2. **WARRANTIES.** Seller warrants the Software Licensing and Software Maintenance services furnished to be as specified in this order, and to be in compliance with any specifications incorporated herein and with any samples furnished by Seller. In the event that defects are found, Seller shall remedy the defect to CNM's satisfaction within a mutually agreed remedy time period. If the defect is not resolved within the remedy period, CNM may cancel the order for cause, and Seller shall reimburse CNM for the pro-rated use of the Software Licenses, Maintenance, and at 100% of all installation fees. All applicable UCC warranties, express and implied, are incorporated herein.

3. **ACCEPTANCE AND REJECTION.** If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or, if CNM is entitled to revoke acceptance of them, CNM 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 CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive CNM's right to claim damages for breach.

4. **ASSIGNMENT.** This order is assignable by CNM. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of CNM.

5. **CHANGES.** CNM may make changes within the general scope of this 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 order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of CNM. Any claim of

Seller for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Seller of notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. **TERMINATION AND DELAYS.** CNM, by written notice stating the extent and effective date, may terminate this order for convenience in whole or in part, at any time. CNM 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; provided, however, compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits. CNM may terminate this order by written notice in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this 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, CNM may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by CNM, including incidental and consequential damages. If, after notice of termination, CNM determines Seller was not in default, or if Seller's default is due to failure of CNM, termination shall be deemed for the convenience of CNM. The rights and remedies of CNM provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this paragraph, the word "Seller" includes Seller and its subsuppliers at any tier.
7. **AFFIRMATIVE ACTION.** Seller shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap. Seller agrees to: a) adhere to the principles set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for handicapped persons, minority group persons and women; b) take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; c) communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large; d) provide CNM on request a breakdown of labor force by ethnic group, sex, and job category; and e) discuss with CNM its policies and practices relating to its affirmative action program.
8. **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 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 CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys fees, in connection with or resulting from

such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order.

9. **PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.
10. **DISCOUNTS.** Any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice is received by CNM's Accounts Payable Department. In the event testing is required, the discount time shall begin upon the completion of the tests.
11. **PENALTIES.** The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
12. **DELIVERY.** Licensing shall be passed hereunder to CNM at the F.O.B. point specified subject to the right of CNM to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval from CNM's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time. If after award, the contractor becomes aware of possible problems that could result in delay in the agreed-to delivery schedule; the contractor 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 Article will be interpreted as relieving the vendor of its contractual obligations. However, failure to notify CNM promptly will be a basis for determining vendor responsibility in an otherwise excusable delay.
13. **PAYMENT CHARGES.** Late payment charges shall be paid in the amount and under the conditions stated in Section 13-1-158, NMSA 1978.
14. **OTHER APPLICABLE LAWS.** Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.
15. **OSHA REGULATIONS.** The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this procurement. **ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS.** The contractor shall defend, indemnify and hold CNM 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.

16. **DEBARMENT/SUSPENSION.** In performing the services and/or furnishing the goods specified within this purchase order, the vendor/contractor certifies that it is not suspended, debarred or declared ineligible from entering into contracts with the Executive Branch of the Federal Government, any State agency or local public body; nor is in receipt of a notice of proposed debarment or suspension from the Executive Branch of the federal Government, any State agency or local public body.
17. **APPLICABLE LAW.** Each party acknowledges that the New Mexico Procurement Code, NMSA 1978 13-1-28 through -199, as amended, applies to every CNM purchase or contract agreement of tangible personal property, services and construction, including participation made pursuant to this purchase order. Further, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents and that the liability of CNM shall be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, NMSA 1978 41-4-1 through -27, as amended.

SECTION 2

GOVERNMENT SUBCONTRACT PROVISIONS

If this order is a subcontract or subcontracted under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and condition of Section 2 and any other provisions of this order, the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contract" shall mean "this order", the term "contractor" shall mean "Seller" and the term "Government" and "Contracting Officer" shall mean "CNM" and the "Director of Purchasing," respectively. The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

52.203-7: Anti-kickback Procedures*

52.225-7001: Buy American Act and Balance of Payments Program*

52.222-4: Contract Work Hours and Safety Standards Act-Overtime Comp.*

52.222-26: Equal Employment Opportunity*

52.215-26(a)(b): Integrity of Unit Prices

52.222-1: Notice to the Government of Labor Disputes

52.247-63: Preference for U.S. Flag Air Carriers (For internal air travel)

52.203-6: Restriction on Subcontractor Sales to the Government

52.222-41: Service Contract Act of 1965 (Reserved)

52.249-5(a)(f): Termination for Convenience of Government (Education and other Nonprofit Institutions)*

CNM reserves all administrative, contractual, and legal remedies against Seller in case of any breaches of

the contract.

* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.

END OF SECTION B: PURCHASE ORDER TERMS AND CONDITIONS FOR SOFTWARE

SECTION C: SCOPE OF WORK/SPECIFICATIONS

CNM Purchasing on behalf of CNM Ingenuity requests bids from qualified Offerors for a Vacuum System for Quantum Lab meeting the following specifications:

CNM intends to award the Lowest Responsible Offeror with the Vacuum System.

VACUUM SYSTEM

The Vacuum System shall comprise the following, NAME BRAND or EQUAL PERFORMANCE:

1. P/N NRYC4F000 COSMOS 12 CHAMBER AND FRAME INCLUDING:

One (1) each Cubic Chamber 12"x12"x12"

- Made of Stainless steel
- Approximate Volume (in³): 1,728
- Flange breakdown
 - o 4x DN 25 KF (3x blanked off, 1x for nAPG200)
 - o 3x DN 16 KF (all three in use for valves and gauges)
 - o 2x DN 40 KF (1x is for optional RGA, 1x is blanked off)
 - o 1x DN 63 ISO-K flanges (used by the turbo pump)

One (1) each P/N A65201906, Inlet/Exhaust DN 25 KF

One (1) each P/N B8E210B01, nEXT55D Turbomolecular Pump Inlet/Exhaust: DN 63 ISO K / DN 16 KF 80 W

One (1) each P/N A74402906, mXDS3s Scroll Pump, Inlet/Exhaust: DN 16 KF / 1/8" BSP

Three (3) each P/N D1G1011100, APG200-XM-NW16, RJ 45, 0-10 V Linear Analog Output

One (1) each P/N D2G0021100, AIM-X-NW25 S/S Active in Magnetron Gauge RJ 45, 0-10 V S-shape Analog Output.

One (1) each P/N D39721000, TIC Turbo & Instrument Controller 100W RS232

One (1) each P/N D39700000, TIC Instrument Controller 3 Head RS232

One (1) each P/N B65251000, Gate Valve - BGV - LOTO Pneumatic

Six (6) each C41215000 Angle Valve - PV16PKS

One (1) each Electric Control Cabinet. 115V/1Ph/60 Hz, Approx. 500 W
With a key to switch between remote and manual modes.

Manual mode

- One open/close buttons for every valve with LED for status.
- One start /stop button for every pump with LED for status.
- The transmitters are read out through the TIC controllers.

Remote mode

- A 24V I/O interface to control the valves and the backing pumps and to get the status.
- The TIC controllers have an RS232 connection to read out the transmitter and control the Turbo pump.

Completely mounted, wired, and tested.

All in one frame, the turbo will sit on the rear side of the chamber.

One (1) lot System installation, commissioning, and user training

System installation, commissioning, and operator training for the system.

Commissioning not to exceed: 2 days

Includes airfare, travel accommodations and expenses.

The start of commissioning requires that all necessary electrical supplies and interfaces (electrical power, cooling water, compressed air, exhaust lines, etc....) are available.

The system must also be removed from the crate and placed in its final installed location.

Main power connection to be provided by the customer.

Training for following would be enabled with this module:

- Rough vacuum with dry pump

- High vacuum via:

- *Roughing Pumping through the turbo pump via a dry pump.

- *Roughing with bypass via dry pump.

- Manual mode without interlock.

- Remote mode, where the students can program their own pump down cycles, over the TIC controllers and the 24V DC I/O connections.

EDWARDS VACUUM LLC OR EQUAL PERFORMANCE

Funding for this IFB is based on Federal Grant # P116Z240061. This portion of the award shall be made by CNM. The remaining balance of the award shall be based on Federal Grant Number ED24HDQ0G0419. Awards shall include the Terms and Conditions of these grants per the attached Grant Award Notifications. Offerors must respond to Bid forms in Exhibits 1 and 1.1.

EXHIBIT 1: BID RESPONSE FORM

1. Bidders are encouraged to submit prices on any or all items as their ability to furnish dictates.
2. CNM reserves the right to make multiple awards of the items, projects and/or sections of this Invitation. CNM reserves the right to award by lot, individual item or consolidate all or groups of bid items, whatever is in the best interest of CNM. Lots 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.
3. All prices shall be F.O.B. Destination to and shall include all charges, including but not limited to freight, insurance, and other associated costs that may be imposed in fulfilling the terms of this agreement. All equipment, labor, packaging, supplies, materials, freight, shipping, handling, delivery, set up, installation, manufacturers warranty, insurance, documentations and other associated costs are to be included in the unit bid price unless otherwise indicated in the Bid Response form.
4. The bidder should present in detail, all products and services offered in response to this invitation. Bidders shall provide enough information to support that items offered meet all critical specifications identified in Bidder's Response Form.
5. BRAND NAME OR EQUAL SPECIFICATIONS:
 - a. Alternate brands will be considered.
 - b. The use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.
 - c. Any offer that proposes like quality, design or performance will be considered, providing sufficient descriptive literature, specification sheets, etc. are included to properly evaluate the equivalency.
 - d. It is the bidder's responsibility to make sure all products proposed are adequately described.
 - e. Bidders shall provide brand name, model, and all applicable part numbers, for all substitute items offered, in Exhibit 1, Bid Response Form
 - f. CNM shall be the sole judge on whether the products offered are equal performance.
6. **NEW AND UNUSED EQUIPMENT IS REQUIRED; USED OR GRAY MARKET PRODUCTS ARE NOT ALLOWED.**
7. It should not be assumed that the buyer has specific knowledge of the products proposed, but has sufficient technical background to conduct an evaluation when presented complete information.
8. Questions should be directed to the Buyer. Note: Any and all clarifications of instructions, specifications, scope, requirements, terms and conditions, insurance, or bid preparation, etc. shall be made only by the Buyer. All requests for clarification or exception to instructions, terms and conditions, specifications, requirements, scope, insurance, or bid preparation, etc. must be made in writing, addressed to the Buyer and submitted using CNM's Online Procurement Tool no later than five (5) days prior to the bid due date or as indicated on CNM's Online Procurement Tool. If appropriate, CNM Purchasing shall issue a written Amendment, which shall thereafter become part of this Invitation for Bids and must be acknowledged in Exhibit 2. No oral interpretations shall be binding upon CNM unless reduced to a written Amendment issued by CNM Purchasing prior to

the bid due date and time.

9. Bidders shall provide no less than manufacturer's warranty or as indicated on the Bid response form whichever is greater.

Amend.	Item Number	Item Name	UOM	Quantity	Item Brand name & P/N	Unit Price	Total
	1	Vacuum System for Quantum Lab as described in Section C EDWARDS VACUUM LLC OR EQUAL PERFORMANCE	Lot	1.00	System COSMOS 12 (NRYC4F000)	\$95,300.00	\$95,300.00
Response attachment : 1 - Proposal NRYC4F000 tariff 20250701.pdf							

EXHIBIT 1.1 RESPONSE FORM (CONTINUED) (Amend. 1)

Cost information required for compliance to Grant P116Z240061, Section 4

Amend.	Item Number	Item Name	Response
	2	<p>The Awarded Supplier must provide cost information. Determining the cost of components for manufactured products: In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:</p> <p>(1) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued);</p> <p>OR</p> <p>(2) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.</p>	Cost information is confidential.
	3	The awarded supplier agrees to the Terms and Conditions of Grant ED24HDQ0G0419	Agreed.

Amend.	Item Number	Item Name	Response
1	4	Minimum percent discount, all other products Offeror shall state the minimum percent discount from List Pricing on all other products available from Offeror's portfolio not identified above. This item is meant for use on future purchases made to the awarded Offeror based on an Indefinite Quantity Price Agreement, and does not include Item 1 above. Identify the manufacturer and minimum percent discount for each manufacturer in the response field. Use a carriage return for a single line per manufacturer. CNM may or may not award this item.	Edwards Vacuum has a big portfolio. We will agree to a 10% discount, however depending on the product a higher discount may be available.

EXHIBIT 2: OFFEROR'S ACCEPTANCE OF THE INVITATION FOR BIDS AMENDMENTS, TERMS AND CONDITIONS

IMPORTANT NOTICE - READ BEFORE ACCEPTING

By clicking below, Contractor's authorized representative acknowledges that Contractor is a competent firm capable of providing the items and/or services requested, is properly licensed for providing the items or services specified, has read this Invitation for Bids (IFB), understands it, and agrees to be bound by its terms and conditions. Contractor hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon receipt of an authorized purchase order from the purchasing department, and further agrees that the language of this document shall govern in the event of a conflict with its Bid. The Contractor's authorized representative, being duly authorized to digitally accept the bidding documents and act on behalf of the Contractor in an official capacity, certifies that the items and/or services offered on this Invitation for Bids meets or exceeds all specifications, terms and conditions as described in this Invitation for Bids without exceptions. Contractor understands that items and/or services not meeting all specifications, terms and conditions will be rejected and all costs shall be borne by the Contractor.

Please complete the below form.

Amend.	Item Number	Item Name	Response
	a.	Legal Company Name	
	a.1	Name (as shown on your income tax return, per W-9, Line 1)	Atlas Copco USA Holdings Inc
	a.2	Business Name/disregarded entity name, if different from above per W-9, Line 2 (enter N/A if not applicable)	Edwards Vacuum LLC
	b.	Address	6416 Inducon Drive West
	c.	City, State, Zip Code	Sanborn, NY 14132
	d.	Contact Person for Clarification of Offeror's Response	
	d.1	Name	Dominik Duchardt
	d.2	Title	Regional Sales Manager
	d.3	Email address	dominik.duchardt@edwardsvacuu.com

Amend.	Item Number	Item Name	Response
	d.4	Phone number	7203844194
	e.	Company Fax Number	8664845218
	f.	Applicable New Mexico License Numbers. ALL NEW MEXICO LICENSE NUMBERS LISTED HEREIN OR PURPORTED BY THE OFFEROR MUST BE ISSUED IN THE OFFERING FIRM'S LEGAL COMPANY NAME. LICENSE NUMBERS LISTED UNDER A NAME OTHER THAN THE LEGAL COMPANY NAME MAY RENDER THE OFFER AS BEING NON-RESPONSIVE. NON-RESPONSIVE OFFERS WILL NOT BE CONSIDERED FOR AWARD	not applicable

Exhibit 2.1 Authorized Representative's Acceptance of IFB Amendments, Terms and Conditions

I hereby affirm that the information provided in this Exhibit 2 is true and complete to the best of my knowledge. I understand that any falsified information, misrepresentations or omissions may invalidate any resultant award and may be grounds for debarment regardless of the time period in which misrepresentation is discovered. I further affirm that by clicking on "I Agree" that the firm that I represent is a competent firm capable of providing the items and/or services requested, is properly licensed, has read this Invitation for Bids, understands it, and agrees to be bound by its terms and conditions and any/all Amendments.

Amend.	Item Number	Item Name	Name	Title	Email	I Agree
	1.	Firm's Authorized Representative	Dominik Duchardt	Regional Sales Manager	dominik.duchardt@edwardsvacuum.com	I Agree

EXHIBIT 3: DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT

IMPORTANT NOTICE - READ BEFORE ACCEPTING

DEBARMENT/SUSPENSION STATUS

1. The Vendor/Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The Vendor/Contractor agrees to provide immediate notice to CNM's Purchasing Department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this bid but prior to the award of the purchase order/contract.

NON-COLLUSION AFFIDAVIT

As the duly Authorized Representative to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing bid (such persons, firm and/or corporation hereinafter being referred to as the Vendor/Contractor), being duly sworn, on their oath, states that to the best of its belief and knowledge no person, firm, or corporation, nor any person duly representing the same joining and participating in the submission or the foregoing bid/proposal, has directly or indirectly entered into any agreement or arrangement with any other vendor/contractors, or with any employee of CNM, or any person, firm or corporation under contract with CNM whereby the Contractor, in order to induce the acceptance of the foregoing bid by CNM has paid or is to pay any other vendor/contractor or to the aforementioned persons anything of value whatsoever, and that the Vendor/Contractor has not directly or indirectly entered into any agreement or arrangement with any other vendor/contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

CERTIFICATION

By completing the below form and clicking "I Affirm" below, firm's Authorized Representative hereby certifies that they have read the above Non-Collusion Affidavit and Debarment/Suspension Disclosure Statement in this Exhibit 3 and that they understand it and will comply with these requirements. The Authorized Representative certifies that they have the authority to certify compliance for the Vendor/Contractor named below.

Amend.	Item Number	Item Name	Name	Title	Email	I Affirm
	1.	Firm's Authorized Representative	Dominik Duchardt	Regional Sales Manager	dominik.duchardt@edwardsvacuum.com	I Affirm

ATTACHMENT A: INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE

The **AWARDED** Contractor shall furnish **UPON REQUEST**, one copy each of Certificates of insurance herein required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of Insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificates of Insurance shall be in the ACORD 25 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. The Governing Board of Central New Mexico Community College, Central New Mexico Community College, its agents, servants and employees 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 any resultant agreement Worker's Compensation insurance as required by applicable State law for all of the Contractor's employees to be engaged at the site referred to in this solicitation in case of any such work sublet, 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 Statute, the Contractor shall provide and shall

cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than \$500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE:

The Contractor shall maintain 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 extension or renewals. The limits effective July 1, 2008 are:

\$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and \$200,000 for property damage for a total maximum liability of \$1,000,000 per occurrence.

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 41-1-1 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 are:

Bodily Injury: \$750,000. Each Occurrence

Property Damage: \$200,000. Each Occurrence

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

The Contractor shall either:

1. Require each subcontractor or sub-subcontractor 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 or 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 the work is to be done and acceptable to Owner.

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

END OF ATTACHMENT A: INSURANCE REQUIREMENTS

ATTACHMENT B: SAMPLE SERVICES AGREEMENT

SEE THE ATTACHED SAMPLE SERVICE AGREEMENT.