



4601 COLLEGE BOULEVARD
FARMINGTON, NEW MEXICO 87402

BID #551

Bluegrass Sod

Opening Date:
March 18, 2005 - 2:00 P.M.

Purchasing Department
Room #1715
4601 College Boulevard
Farmington, NM 87402
(505) 566-3511

NOTICE TO BIDDERS

Sealed Bids will be received by San Juan College, San Juan County, New Mexico, at the Purchasing and Design Office, 4601 College Blvd – Room 1715, Farmington, New Mexico, 87402.

The Bids duly delivered and submitted will be opened and read aloud for supplying the following, on the dates and times reflected below:

Bluegrass Sod
BID #551
March 18, 2005
2:00 P.M.

Any Bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchase and Design Department, the Bidder shall be responsible for actual delivery of the Bid to the Purchase and Design Department before the advertised date and hour for opening of the Bids. If mail is delayed either by the postal service or in the internal mail system of San Juan College beyond the date and hour set for the Bid Opening, bids thus delayed will not be considered and will be returned unopened.

Bid documents may be retrieved by accessing the San Juan College website and downloaded at: <http://www.sanjuancollege.edu>. Further details and criteria for award may be obtained through the Purchasing and Design Office by calling (505) 566-3511. San Juan College reserves the right to accept or reject any or all bids.

Until the final award by San Juan College, said College reserves the right to reject any and/or all Bids, to waive technicalities, to re-advertise, or to proceed otherwise when the best interest of said College will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

San Juan College
Farmington, New Mexico 87402

By: /s/ Yvonne Brooks
Yvonne Brooks, Purchasing Agent

Publication Date: March 9, 2005

Opening Date: March 18, 2005

Bluegrass Sod
 BID #551
 March 18, 2005
 2:00 P.M.

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the Bluegrass Sod distribution packet #551, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with page 11, for a total of 12 pages.

The acknowledgment of the receipt should be signed and returned to the Buyer no later than March 14, 2005. Only potential Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to #551, if issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document #551.

Firm **does/does not (circle one)** intend to respond to Bluegrass Sod, Bid #551.

If firm **does not** intend to reply, please give a brief reason for not responding: _____

Return To:
 Deana Ellis
 Purchasing Clerk
 San Juan College
 Purchasing and Design Center
 4601 College Boulevard, Room 1715
 Farmington, NM 87402

Telephone Number: 505-566-3511
 Fax Number: 505-566-3075
 Faxed copies of this form will be accepted.
 Faxed **BID** responses **will not** be accepted

INVITATION TO BID

BID TITLE: Bluegrass Sod
BID#: 551

Sealed bid opening:
SAN JUAN COLLEGE
PURCHASING AND DESIGN DEPARTMENT
4601 COLLEGE BLVD - RM 1715
FARMINGTON, NM 87402
DATE: March 18, 2005 2:00 P.M.

The following ARTICLES are made part of this Bid:
[X] Article 1 - General Terms & Conditions
[X] Article 2 - Special Conditions Supplies
[X] Article 3 - Specifications

/s/ Yvonne Brooks
Yvonne Brooks, Purchasing Agent

If you have any questions regarding this
Invitation to Bid please contact: Purchasing &
Design 505-566-3511.

IMPORTANT - BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND
OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. FAXED BIDS WILL NOT BE
ACCEPTED. SUBMITTING "NO BIDS" ARE NOT REQUIRED TO BE KEPT ON THE COLLEGE'S BIDDERS
LIST.

Sealed bids will be received until the above specified date and local time, then publicly opened at San Juan College
Purchase and Design Department and read aloud. This bid is subject to the Purchase Order "Terms and Conditions",
Bidding Requirements, and Specifications.

COMPANY NAME/MAILING ADDRESS/CITY/STATE/ZIP CODE (please print)
CONTACT PERSON (please print) TELEPHONE NUMBER/FAX NUMBER (please print)
To be a valid bid, Bidder must Sign Here Title
In-State Preference will be applied to only those in-state certified bidders who have completed the following:
Bidder has received certification from the State Purchasing Agent for Resident Contractors Certification. Bidder has been
issued Certification # _____ and is therefore eligible for the 5% preference credit. In-state certification approval is
required at the time of the bid opening to be eligible for in-state preference.
Payment Terms: _____ % Days, Net 30 Days After Receipt of Invoice (Discount will not be considered in computing
the low bid.)
F.O.B. Point: Destination Delivery: _____ Calendar days
(F.O.B. Point Must be Destination, Unless otherwise indicated by San Juan College Purchasing Agent and/or enclosed
Contract Documents)

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Amendment No. _____ Dated _____ Amendment No. _____ Dated _____
Amendment No. _____ Dated _____ Amendment No. _____ Dated _____

ARTICLE 1**GENERAL CONDITIONS**

The following bid is made for furnishing materials or services for San Juan College, San Juan County, New Mexico.

The bidder declares that the amount and nature of the materials to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The bidder, in submitting this bid, represents that he is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, and sex in the performance of this contract.

The bidder hereby proposes to furnish the items or services bid on, F.O.B. Farmington, New Mexico, at the unit prices quoted herein after notice of bid award.

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the College's option.

The College reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of the College.

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing & Design Office and requesting Department to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule.

Equal shall be taken in its general sense and shall not mean identical. Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit the bidding of any manufacturer(s) item of equal material. San Juan College shall be the sole judge of equality in their best interest and decisions of San Juan College as to equality shall be final.

Pursuant to Section 13-1-108 NMSA 1978, the total amount bid shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The College will pay for any taxes due on the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the bid total based upon separate billings which the successful bidder shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.

To assist the College with budget preparation, the bidder shall complete the paragraph on the bid schedule of this bid and shall identify by name each tax, bidder believes to be applicable to this bid and shall estimate the amount of each tax which will be charged on the entire bid.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Agent, the bidder shall be responsible for actual delivery of the bid to the Purchasing and Design Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of the College beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Bids deposited with the College cannot be withdrawn prior to the time set for opening Bids. Request for non-consideration of Bids must be made in writing to the Purchasing & Design Office and received by the College prior to the time set for opening Bids. After other bids are opened and publicly read, the Bid for which non-consideration is properly requested may be returned unopened. The bid may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that his bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

After Bids are opened and publicly read, the Bids will be tabulated for comparison on the basis of the bid prices and quantities shown in the Bid. Until final award by San Juan College, the College reserves the right to reject any or all Bids, to waive technicalities, and to re-advertise, or proceed to do the work otherwise when the best interests of the College will be realized hereby.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the College reserves the right to waive any irregularities and to make the award in the best interest of the College.

The College reserves the right to reject any or all Bids, and all Bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving Bids as stated in the advertisement.
2. Bid containing any irregularities.
3. Unbalanced value of any items.

Bidders may be disqualified and their Bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
3. The Bidder being interested in any litigation against the College.
4. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work which in the judgment of the College will prevent or hinder the prompt completion of additional work if awarded.

The successful bidder may not assign his rights and duties under an award without the written consent of the College's Purchasing & Design Office. Such consent shall not relieve the assignor of liability in event of default by his assignee.

Delivery date is an important factor to the College and may be required to be a part of each bid. San Juan College considers delivery time to be that period elapsing from the time the individual order is placed until that order or work there under is received by the College at the specified delivery location. The delivery date indicated a guaranteed delivery at Farmington, New Mexico. In evaluating any guaranteed date of delivery, past delivery and service performance on previous College contracts will be considered. The College reserves the right to reject any bid if the guaranteed delivery date of any bidder is indicated unlikely because of the non-availability of stock in the vicinity of Farmington, New Mexico or failure of the bidder to meet guaranteed delivery dates or service performance on any previous College order.

The College reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the bidder fails to furnish the materials by the guaranteed date, the College reserves the right to cancel the order without liability on its part. All prices are to be F. O. B. Farmington, New Mexico all freight prepaid.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing & Design office, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the College of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

All bids shall specify terms and conditions of payment which will be considered as part of, but not control, the award of bid. College review, inspections, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if the opinion of the Purchasing & Design Office upon the review, inspections and processing procedures can be completed within the specified time.

It is the intention of San Juan College to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing & Design Department and must be given a Purchase Order Number to be valid. All Purchase Orders will be paid upon completion of delivery and acceptance.

Payment will not be made by the College until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with College Purchasing procedures, unless this provision is waived by the College.

In case of default of the successful bidder, San Juan College may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or

reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current productions and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, he shall notify the Purchasing Agent immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the College if authorization to use supplies or components is granted.

ARTICLE 2

SPECIAL CONDITIONS SUPPLIES

Periodic deliveries will be made only upon authorization of the Purchasing Department and shall be made if, as, and when required and ordered by the College at such intervals as directed by said Purchasing & Design Department.

Deliveries shall be to the location identified in each order within San Juan College.

The quantities shown on the bid are estimated quantities only. San Juan College reserves the right to purchase more than or less than the quantities shown. In any event, the unit bid prices shall govern.

The Contract will be awarded at the prices bid for a period of time as set forth in the Bid Schedule.

Bidder warrants that all deliveries made under the Contract will be of the type and quality specified; and the College's Purchasing Agent may reject and/or refuse any delivery which falls below the quality specified in the specifications. The College shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.

All manufacturers' warranties shall insure to the benefit of the College, and replacement of defective materials shall be made promptly upon request.

Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Purchasing Agent to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the College over and above the bid price.

All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the College, free and clear of any materialman's, supplier's, or other liens.

Regardless of the award of a Contract hereunder, the College retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the College's best interest, based on cost and quality considerations; however, in such event, the Contractor will be given the first option of meeting or rejecting the proposed alternate source's lower price or higher quality.

Acceptance by the College of any delivery shall not relieve the Contractor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specification thereby waiving the College's right to request replacement of defective material.

ARTICLE 3

SPECIFICATIONS

These specifications are based upon design and performance criteria which have been developed by the San Juan College as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is/are acceptable at this time. Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

BID FOR BLUEGRASS SOD
BID #551
SPECIFICATIONS

1. SCOPE OF WORK
 - 1.1 San Juan College (College) is requesting bids from qualified Bidders to furnish and deliver bluegrass sod and other related services as required by the College.

2. SOD SPECIFICATION
 - 2.1 Kentucky Bluegrass mixture from field. Bidder shall submit a **sample** of seed mixture, include an itemized list of sample content, with their bid. Bidders not submitting samples may be deemed unresponsive and their bid rejected.
 - 2.2 Sod shall not be brown, burned out, or dead. All materials supplied under this bid shall be of recent production, and suitable for its intended purpose.
 - 2.3 Sod shall consist of live and growing Kentucky Bluegrass.
 - 2.4 Sod shall have a healthy, virile root system of dense, thickly matted roots throughout and approximately one (1) inch minimum thickness of native soil attached to the roots.
 - 2.5 Sod shall be free from noxious weeds or other grasses and be free from destructive matter that restrains the growth of the grass.
 - 2.6 Sod material shall be kept moist from the time it is harvested until delivered to the delivery site.
 - 2.7 Sod shall be free from insects and root destroying insects, including but not limited to cut worms.

3. DELIVERIES
 - 3.1 San Juan College anticipates one (1) initial project under this bid and the unit cost charged shall be Full Truck load pricing. The Awarded Bidder shall adhere to the following delivery schedule.
 - 3.2 San Juan College Recreation Complex, 4601 College Boulevard, Farmington, New Mexico.
 - 3.2.1 Estimated order quantity: 185,000 square feet.
 - 3.2.2 Deliveries shall commence on Monday, March 28, 2005, continuing until all sod is delivered. Bidder is responsible for delivery coordination with the College Purchasing Agent or her designee.
 - 3.3 Price shall be inclusive of any freight, handling, delivery to work site, surcharges or any other incidental charges.
 - 3.4 Sod must be delivered with PVC pipe in the center of each roll for ease of unloading. The College will return the PVC to the awarded bidder, additional cost to unit price for a deposit on PVC pipe shall not be added to unit price or invoice.

3. DELIVERIES (cont.)

- 3.5 Delivery truck shall be equipped with a forklift for unloading sod at work site.
- 3.6 Bidder shall be able to deliver at least three (3) truckloads at one time, with no more than a one and a half (1 ½) hour turn around time between the initial load and any subsequent load deliveries.
- 3.7 Bidder shall be able to deliver between the hours of 6:00 a.m. and 3:00 p.m.
- 3.8 The College may request the Bidder to deliver orders within one (1) day after notification by the College. However, the College will make a good faith effort to adhere to the delivery lead time recommendations submitted by the Awarded Bidder (Reference Page 11).
- 3.9 The College will make every attempt to order a full load.
- 3.10 Subcontracting - No subcontracting of the work under this bid will be allowed without written permission from the College's Purchasing Agent or her designee.
- 3.11 The College will utilize a release order form to issue all subsequent orders applied against this contract which will identify the guaranteed delivery dates and time requirements of the order. The Awarded Bidder will be required to acknowledge receipt of the release order and acceptance of the guaranteed delivery dates and times, or must agree to an alternate guaranteed date or time acceptable to both the College and Awarded Bidder.
- 3.12 The project delivery dates referenced in paragraph 3.2 through 3.5 above are a very important factor to the College. The liquidated damage cost mentioned herein is based on an average College crew at each work site scheduled to install the ordered materials. In the event the San Juan College begins to experience guaranteed delivery problems with the Awarded Bidder, the College reserves the right to place the Awarded Bidder on immediate notice and begin assessing liquidated damages per hour for the cost of the crew on-site, not to exceed \$600.00 per hour.

4. TERMINATION

- 4.1 If, through any cause, Bidder fails to fulfill in a timely and proper manner Bidder's obligations under this bid or if Bidder violates any of the covenants, agreements, or stipulations of the Agreement, the College may order Bidder by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If Bidder fails to correct the cause within time period specified in this notice, which time period shall be reasonable under the circumstances, College shall have the right to immediately terminate the Agreement. The Bidder shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
 - 4.1.1 Notwithstanding the above, Bidder shall not be relieved of liability to the College for damages sustained by the College by virtue of any breach of this Agreement by Bidder, and the College may withhold any payments to the Bidder for the purposes of set-off until such time as the exact amount of damages due the College from the Bidder is determined.

4. TERMINATION (cont.)

4.2 The College may terminate the Agreement at any time by giving at least thirty (30) days written notice to the Bidder. If this Agreement is terminated due to the fault of Bidder, item "4.1" above relative to termination shall apply and no compensation or reimbursement to Bidder shall be due. If terminated for any other reason, College will reimburse Bidder for all documented out-of-pocket expenses incurred in connection with this Agreement.

5. INSPECTION

5.1 The College reserves the right to inspect the sod in growers field for approval.

5.2 All sod delivered to the work site shall be subject to the inspection and acceptance by the College's Purchasing Agent or her designee. Bidder shall be responsible for all items covered within this Bid until materials are delivered and accepted at the designated delivery point. Bidder shall bear the risk on rejected or damaged materials after notice of rejection. Such materials must be removed by and at the expense of the Bidder. Any sod that is rejected by the College shall be replaced by Bidder. If Bidder can not deliver materials that meet or exceed the College's specifications herein, the College reserves the right to order from the next lowest Bidder or order from another source, whichever the College deems to be in the best interest of the San Juan College, and hold the Awarded Bidder responsible for any excess cost occasioned thereby.

6. QUANTITIES

6.1 The estimated quantities shown on the Bid Schedule, Page 11, are for informational purposes only. It is understood that no guarantee or warranty is made or implied, by either the San Juan College or the user, that any order for any definite quantity will be issued under this Bid. The Awarded Bidder is required to accept the order and furnish the material in accordance with the articles contained herein for the quantity of each order issued.

6.2 The College reserves the right to order more or less than the quantity listed.

6.3 The College reserves the right to order quantities as little as 1-2 rolls at a time.

7. AWARD

7.1 Award of the Bid will be made based on Schedule A, to the lowest responsible, responsive Bidder meeting specifications.

8. TERM

8.1 This is an annual bid. Price to remain firm for the term of the contract. College reserves the right to extend this bid for an additional one year period if mutually agreed to between College and Bidder.

8.2 The term of the bid is contingent upon the budgeting and appropriation of funds by the College Board of Education for continuation of the services contemplated by this bid.

9. PAYMENTS

9.1 For payment due for materials received, the Bidder shall submit invoices after each shipment. Invoice amounts shall be based on the total quantity of equipment delivered.

9.2 The Bidder shall provide an invoice which provides detailed billing for materials provided no later than ninety (90) calendar days after the date material has been delivered. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this Agreement.

The invoice shall be addressed as follows:

San Juan College, Accounts Payable
4601 College Blvd
Farmington, New Mexico 87402

9.3 Payments shall be paid to Bidder within thirty (30) days contingent upon the following:

9.3.1 Application of payment discounts, if considered to be in the best interest of the College;

9.3.2 From date of receipt by the College of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the College;

9.3.3 On the condition that the Bidder has accomplished the Services to the satisfaction of the College. Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other governmental fees and charges, are the responsibility of the Bidder.

BID: Bluegrass Sod, Bid #551 OPENING DATE: March 18, 2005 @ 2:00 PM

| ITEM | EST ORDER QTY | UOM | DESCRIPTION | VARIETY OF BLUEGRASS SEED MIXTURE | UNIT COST | TOTAL COST | RECOMMENDED DELIVERY LEAD TIMES IN CALENDAR DAYS |
|---|---------------|---------|--|-----------------------------------|-----------|------------|--|
| Schedule A: Full Truck Load Delivered Order | | | | | | | |
| A | 185,000 | sq. ft. | Bluegrass Sod; rolls 30" wide X 150' long; per attached specifications | | | | |
| Alternate Price Agreement: Schedule B: Less than Full Truck Delivered Order | | | | | | | |
| B1 | | sq. ft. | Bluegrass Sod; rolls 30" wide X 150' long; per attached specifications | | | | |
| Bidder shall indicated the minimum delivery quantity for less than full truck load: | | | | | | | |

Whichever deems in the best interest of the College, the College reserves the right to award the bid with or without Alternate Price Agreement, line item B1.

TYPE OF BID: ALL OR NONE

EXCEPTIONS TO SPECIFICATIONS: Pursuant to Article 3 of this bid, any exceptions taken shall be noted on Bidder's business letterhead and submitted with this bid.

REQUIRED UNIT OF MEASURE: Bidder must correctly extend their bid line items based on the UOM (Unit of Measure) packaging indicated for bid comparison purposes. Bidders submitting their bid with no extended pricing or total may be considered non-responsive.

Bids submitted are to be quoted and invoiced as per UOM listed on each line item. No other UOM will be accepted and the College reserves the right to reject the category or line item not quoted or invoiced as requested.

EXISTING PRICE AGREEMENT: The College reserves the right to allow other New Mexico City, County, Educational or State Agencies to procure items listed above on this Bid during the term of this Price Agreement with the successful bidder. All items or services are estimated quantities and shall meet the same standards and specifications as specified in this bid.

TAX IDENTIFICATION

San Juan College issues Type 9 Non-Taxable Transaction Certificates (NTTC's) and is tax exempt for purchases of TANGIBLE PERSONAL PROPERTY ONLY. These certificates may not be used to purchase construction materials to be used in construction projects. To receive a NTTC please contact Accounts Payable at 505-566-3254. Determinations for applicable tax classification should be made by the Taxation and Revenue Department or your tax consultant. Please call 505-325-5049 for the Farmington branch or 505-827-0700 for the State office.

Bidder certifies that Bidder has made a diligent effort to ascertain and identify all taxes which will be charged to the College against this Bid and that, in Bidder's opinion, the taxes identified below and the amount shown for all of the taxes which will be charged in addition to the bid total shown on the Bid Schedule.

| | | |
|-------------------------------|---------|----------|
| New Mexico Gross Receipts Tax | _____ % | \$ _____ |
| Other..... | _____ % | \$ _____ |
| Other..... | _____ % | \$ _____ |

ITEMS IN BID TO BE USED IN A CONSTRUCTION PROJECT:

Please note: The item(s) listed above in this Bid will become an ingredient or component part of a construction project and subject to the gross receipts tax.