



4601 COLLEGE BOULEVARD
FARMINGTON, NEW MEXICO 87402

BID #557

Multimedia Equipment

Opening Date:
June 27, 2005 - 2:00 P.M.

Purchasing and Design Center
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 Center, 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:

Multimedia Equipment
BID #557
June 27, 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 Center, the Bidder shall be responsible for actual delivery of the Bid to the Purchase and Design Center 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 Center 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, Director of Purchasing

Publication Date: June 15, 2005
Opening Date: June 27, 2005

Multimedia Equipment
 BID #557
 June 27, 2005
 2:00 P.M.

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the Multimedia Equipment distribution packet #557, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with page 8, for a total of 9 pages.

The acknowledgment of the receipt should be signed and returned to the Buyer no later than June 21, 2005. Only potential Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to #557, 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 #557.

Firm **does/does not (circle one)** intend to respond to Multimedia Equipment, Bid #557.

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: Multimedia Equipment
BID#: 557

Sealed bid opening:
SAN JUAN COLLEGE
PURCHASING AND DESIGN CENTER
4601 COLLEGE BLVD - RM 1715
FARMINGTON, NM 87402
DATE: June 27, 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/ Deana Ellis
Deana Ellis, Purchasing Clerk

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 Center 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 Director of Purchasing 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 and Design Center 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. The College shall be the sole judge of equality in their

best interest and decisions of the 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 Director of Purchasing, the bidder shall be responsible for actual delivery of the bid to the Purchasing and Design Center 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 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.

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 and Design Center 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.

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 and Design Center. 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. The College considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder 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 and Design Center, 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 and Design Center 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 and Design Center 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 Purchasing and Design Center 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 Director of Purchasing 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 and Design Center and shall be made if, as, and when required and ordered by the College at such intervals as directed by said Purchasing and Design Center.

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 Director of Purchasing 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 Director of Purchasing to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contract 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, suppliers, 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 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: Multimedia Equipment, BID # 557 OPENING DATE: June 27, 2005 @ 2:00 PM

ITEM	EST ORDER QTY	UOM	DESCRIPTION	MANUFACTURER & M/N	UNIT COST	TOTAL COST
A	25	EA	Sanyo Projector SVGA Multimedia PLC-SU51			
B	25	EA	Chief Ceiling Mount for PLC-SU505 RPA-620			
C	10	EA	Samsung Document Camera Visualizer SSG SDP900DX			
D	50	EA	Panasonic PV-D4745K DVD/VCR Dual Deck (Black)			
TOTAL BID:						\$

TYPE OF BID: ALL OR NONE BID

ALTERNATE AWARD EVALUATION: Whichever deems in the best interest of the College, the College reserves the right to award the bid in total, by groups of items on the basis of individual items or any combination of these; or as otherwise specified in the bid terms unless the bidder qualifies his bid by specific limitations. Only the College is in a position to determine its own best interest, therefore the College shall be the sole judge in determining the award analysis. Its decision shall be final.

If qualifying a bid, the Bidder must clearly state so in their bid response on a separate sheet of paper title "Exceptions to Specifications". The restriction(s) or qualifier(s) must be clearly identified. If the Bidder's pricing is subject to change if the College elects to award a category bid based on group of items or line items; or any part of the Bidder's bid is dependent upon receiving a complete category award, then the Bidder's bid response must identify these restrictions. Exemptions must indicate which items or which categories they are bidding on an "all or none" basis, they must indicate if they are qualifying their bid based on a minimum threshold dollar award limit, or any other type exemption. Bid responses with exceptions may result in rejection of the whole bid or partial line items within the bid.

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.

PURCHASE ORDER VALIDITY PERIOD AND TERM EXTENSIONS: The College reserves the right to extend this bid for a period of one (1) year after issuance of a purchase order if mutually agreed to between the Bidder and the College.

DELIVERY: All equipment to be delivered to San Juan College, 4601 College Boulevard, Farmington, NM 87402 between the hours of 8:00 - 12:00 and 1:00 - 3:00. The bidder shall give the College at least 24 hours notice (Weekends and Holidays excluded) prior to arriving on site. Contact Deana Ellis, Purchasing and Design Center, 505-566-3511 or Mike McDonald, Media Services, 505-566-3295.

EXISTING PRICE AGREEMENT: The College reserves the right to allow other New Mexico College, County, 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

The 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	_____ %	\$ _____
Compensating Tax.....	_____ %	\$ _____
Other.....	_____ %	\$ _____