



4601 COLLEGE BOULEVARD  
FARMINGTON, NEW MEXICO 87402

**BID #553**

Used Vehicles for  
TANF Wheels to Work Program

Opening Date:  
May 10, 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 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:

Used Vehicles for  
TANF Wheels to Work Program  
BID #553  
May 10, 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: May 1, 2005

Opening Date: May 10, 2005

Used Vehicles for  
TANF Wheels to Work Program  
BID #553  
May 10, 2005 @ 2:00 P.M.

**ACKNOWLEDGMENT OF RECEIPT FORM**

In acknowledgment of receipt of the Used Vehicles for TANF Wheels to Work Program distribution packet #553, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with 10 for a total of 11 pages.

The acknowledgment of the receipt should be signed and returned to the Buyer no later than May 5, 2005. Only potential Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to #553, 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 # 553.

Firm **does/does not (circle one)** intend to respond to Used Vehicles for TANF Wheels to Work Program, Bid #553.

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**

**Sealed bid opening:**

SAN JUAN COLLEGE  
PURCHASING AND DESIGN CENTER  
4601 COLLEGE BLVD – RM 1715  
FARMINGTON, NM 87402

\*\*\*\*\*  
**BID TITLE: Used Vehicles for TANF Wheels  
to Work Program**  
**BID#: 553**  
\*\*\*\*\*

DATE: May 10, 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 Vehicles

X Article 3 - Specifications

/s/ Deana Ellis  
Deana Ellis, Purchasing Clerk

If you have any questions regarding this  
Invitation to Bid please contact: Purchasing  
and Design Center (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" IS 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)
<i>To be a valid bid, Bidder <u>must</u> Sign Here</i>	<i>Title</i>
<b>In-State Preference will be applied to only those in-state certified bidders who <u>have</u> completed the following:</b> 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 the 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. 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 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 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 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.
- 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 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. 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 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 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 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  
VEHICLES**

Vehicles other than current year models will not be considered as responsive to the specifications. It is the intention of the College to purchase based on the specifications, a standard production model. In addition to the equipment set out in the specifications, the units shall include all equipment set out in the manufacturer's literature as standard equipment. They shall include all exterior molding, name plates, medallions, series identifications, and chrome of every description that is usual for standard stock models of this series.

Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though Purchasing and Design Center may alter the specifications in the form of an addendum to accommodate variances. A request for change in the specifications to accommodate a variation must be called to the attention of the Purchasing and Design at least 24 hours before the bid opening date.

All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the College will be made. In the event of a change in specifications, an addendum will be supplied to bidders.

The units shall be completely assembled, lubricated, adjusted, with all equipment installed and the units made ready for continuous operation with a minimum of five (5) gallons of fuel.

The successful Bidder shall furnish a Manufacturer's Statement of Origin and owner's manual with delivery of each unit.

For bids on more than one unit of equipment, the College reserves the right to make multiple purchases from more than one Bidder if it deems such action to be in its best interest.

All equipment covered by this Bid shall be delivered from point of assembly to the College area by railway freight or conveyed by truck. Exceptions to this must be received by the Purchasing and Design Center in writing in this Bid form.

**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.

**USED VEHICLES FOR  
TANF WHEELS TO WORK PROGRAM  
MINIMUM SPECIFICATIONS**

**INTRODUCTION:** The Wheels to Work Program links qualified TANF (Temporary Assistance to Needy Families) recipients with a vehicle to get to work.

**DESCRIPTION:** San Juan College is requesting sealed bids for five (5) used vehicles (Nissan Altima, Toyota Corolla, Mazda Protégé, Chevrolet Cavalier, and/or a Ford Windstar Mini Van TYPES) 1996-1998 or newer with no more than 80,000 – 110,000 maximum miles.

**REQUIREMENTS:** Exceptions to the specifications shall be listed and fully explained on a separate page entitled “Exceptions to Specifications.” The exceptions shall refer to the specification page and paragraph number.

**DELIVERY DATE:** Vehicles shall be ready for delivery by **May 12, 2005**.

**COST:** The maximum cost per vehicle shall not exceed \$5,290.00. Cost to be inclusive of all associated title, license and fees. San Juan College is a tax-exempt institution.

1. Bidders shall provide to the College within one (1) day after notification by the Purchasing and Design Center and prior to an award recommendation, the following: 1) a written warranty for at least ninety (90) days after date of delivery, and 2) an independent “certificate of working order” by a qualified mechanic or appraiser. NMSA13-1-155. Procurement of used items [paraphrased], The written “certificate of working order” shall identify all mechanical deficiencies found by the independent mechanic or appraiser. Costs for providing the written warranty and “certificate of working order” shall be borne by the Bidder and included in their bid price.
2. The College reserves the right, at any reasonable time, to inspect the vehicle for mechanical and body condition. The College reserves the right to determine if the condition of the vehicle meets the College’s quality standards. The College is the sole determiner of quality standards and its determination shall be final.
3. Vehicle Minimum Specifications  
All fluids shall be checked and filled to proper levels. The condition of the vehicle interior and exterior shall be of good condition without any major tears or major body damage. All mirrors shall be in working condition without any cracks.
  - 3.1 Engine: 4 cyl. to 6cyl. maximum
  - 3.2 Cooling system: Factory standard with antifreeze protection at - 20 degrees F.

- 3.3 Transmission: Automatic
  - 3.4 Brakes: 4 wheel disc with anti-lock in good working condition
  - 3.5 Power steering: Factory standard
  - 3.6 Suspension: Factory standard
  - 3.7 Windshield, Washers/Wipers:
    - 3.7.1 Factory standard tinted safety glass, no cracks or chips
    - 3.7.2 Factory standard intermittent wipers, and wiper on rear door also (if applicable). Wiper blades shall be in new to good condition.
  - 3.8 Electrical:
    - 3.8.1 AM/FM radio
    - 3.8.2 Factory standard battery shall be in good condition
  - 3.9 Heater and A/C: Factory standard
  - 3.10 Body:
    - 3.10.1 Fuel tank: Maximum factory standard
    - 3.10.2 Instrument panel: factory standard
    - 3.10.3 Interior rear view mirror
    - 3.10.4 Exterior rear view mirrors: factory standard
    - 3.10.5 Seating for 5. All seats to be factory standard
    - 3.10.6 Air bags: factory standard in working condition
  - 3.11 Tires/Wheels:
    - 3.11.1 Factory standard steel wheels with full covers
    - 3.11.2 **New** Factory standard all season tires to accommodate GVWR of vehicle
    - 3.11.3 Factory standard spare tire shall be in new to good condition.
  - 3.12 Owner's Manual - one (1) copy for each vehicle.
4. Ornamentation - Advertising. No dealer advertisement shall be displayed on the interior or the exterior of the vehicle. Vehicles delivered with dealer advertisement stickers and/or plates will be returned for removal at the dealer's expense.

BID: Used Vehicles for TANF Wheels to Work Program, BID# 553 OPENING DATE: May 10, 2005 @ 2:00 PM

ITEM	EST ORDER QTY	UOM	DESCRIPTION	MANUFACTURER & M/N	UNIT COST	TOTAL COST
A **	4	EA	4 door used vehicle per specifications on Pages 7-8.			
B	1	EA	Mini Van or equal used vehicle per specifications on Pages 7-8.			
TOTAL BID:						\$

**\*\* If Bidder is bidding individual vehicles of different make and model, Bidder shall attach a separate bid schedule for each vehicle.**

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.

The Bidder has the option to offer a discount if the Bidder receives "All" of the items above listed. This proposal sheet has not been formatted to include the discount option. This would be considered an alternate offer and the discount(s) shall be clearly identified. The line item pricing with discounts shall be identified on a separate bid proposal form titled "Exceptions to Specifications" as identified herein.

DELIVERY: All vehicles to be delivered to San Juan College, 4601 College Boulevard, between the hours of 8:00 a.m. and 3:30 p.m. The bidder shall give the College at least 24 hours notice (Weekends and Holidays excluded) prior to arriving on site. Contact Deana Ellis, Purchasing Department, 505-566-3511 or San Juan Works Department, 505-566-3821.

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