



INVITATION TO BID:

BID NUMBER: 15-16-16

**PURCHASE OF THREE (3)
NEW 2016 TRUCK
CAB & CHASSIS ONLY**

Fire Department

Kathleen Begay,
Purchasing Coordinator
Phone: 505-334-4556
Fax: 505-334-4561
E-mail: kbegay@sjcounty.net

PAYMENT TERMS:

Net-30 days after receipt of invoice.

REQUIRED DELIVERY: As Specified

FOB POINT: As Specified

RETURNED SEALED BIDS TO:

SAN JUAN COUNTY
Purchasing Department
213 S. Oliver Drive
Aztec, NM 87410

**Bid Opening Date: January 20, 2016
Time: 3:30 PM (Local Time)**

-
- **Only Bidders that complete and return the enclosed Acknowledgement of Receipt Form will receive addendums, if issued.**
 - This bid is subject to the Terms and Conditions shown on the following pages and any/all additional instructions.
 - Do not return Invitation to Bid Form in case of "No Bid".
 - Bid must be received in the County Purchasing Department Office by the Bid Opening Date and Local Time as indicated above. **Bids that are received after that date and time will not be accepted, and will be returned to the sender unopened.**
 - Bid Offers shall be made on unaltered Bid Offer Forms furnished by San Juan County. **Faxed Bids are not acceptable.** Bids shall be submitted sealed. The outside package should clearly identify the project name and bid number, bid opening date, and name of bidder. Submit Bid Offer in accordance with the Invitation to Bid. Bidders may submit a Primary Bid and Alternate Bid(s). Each Bid must be sealed separately and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.

Failure of bidders to complete bidding documents in accordance with all instructions provided is cause for this office to reject bids.

Brand names and numbers are for reference only, equivalents will be considered. If bidding equivalent, bidders must be prepared to furnish complete data to prove product meets or exceeds specifications of the bid item.

THE PROCUREMENT CODE SECTIONS 13-1-28 THROUGH 13-1-99 NMSA 1978, IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR BRIBES, GRATUITIES AND KICKBACKS.

ACKNOWLEDGEMENT OF RECEIPT FORM

BID NO.: 15-16-16

TITLE: PURCHASE OF THREE (3) NEW 2016 TRUCK CAB & CHASSIS ONLY

10 PAGES (INCLUDING ACKNOWLEDGEMENT FORM & RESIDENT VETERANS PREFERENCE CERTIFICATION FORM)

NOTE: ONLY POTENTIAL BIDDERS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED.

BIDDER INFORMATION:

In acknowledgement of receipt of the above referenced Bid Packet, the undersigned agrees that he/she has received a complete copy.

BIDDER NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL: _____

RETURN TO:

Jaime Jones
Contract Analyst
SAN JUAN COUNTY
213 South Oliver
Aztec, NM 87410
(505) 334-4548
FAX (505) 334-4561

**Faxed copies of the Acknowledgement of Receipt form will be accepted.
Faxed Bid responses will not be accepted.**

TERMS AND CONDITIONS

(Unless otherwise specified)

1. **GENERAL.** When the County Procurement Manager issues a purchase document in response to the Vendors bid, a binding contract is created.
2. **FORM OF SUBMISSION.** Bid Offers shall be made on unaltered Bid Offer Forms furnished by San Juan County. **Bidders are requested to provide one (1) original Bid. The outside package should identify the project name, bid number, bid opening date and name of bidder. Bidders may submit a Primary Bid and Alternate Bid(s). Each bid must be sealed separately and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.**
3. **DEBARRED OR SUSPENDED CONTRACTORS.** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with San Juan County and shall not be considered for award of the contract during the period for which it is debarred or suspended.
4. **VARIATION IN QUANTITY.** No variation in quantity of any item called for in this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
5. **ASSIGNMENT.**
 - A. Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as expressly authorized in writing by the County Procurement Manager. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.
6. **DISCOUNTS.** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
7. **INSPECTION.** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
8. **INSPECTION OF PLANT.** The County Procurement Manager may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
9. **LIABILITY.** The Vendor agrees that San Juan County shall not be held liable for any costs incurred in preparation of this bid.
10. **COMMERCIAL WARRANTY.** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the County and are in addition to, and do not limit any rights afforded to the County by any other clause of this order. Vendor agrees not to disclaim warranties fitness for a particular purpose of merchantability.
11. **TAXES.** The unit price shall exclude all County/State taxes. Wherever requested in bid response, Vendor shall submit taxes on total bid as a separate unit. Bids shall be awarded on unit price without regard of tax.
12. **PACKING, SHIPPING and INVOICING.**
 - A. The County's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B. Upon delivery, the Vendor's invoice shall be submitted to Accounts Payable, 100 S. Oliver Drive, Aztec, NM 87410, 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. In accordance with NMSA 1978, Section 13-1-158 (1997) of the New Mexico Procurement Code, the Vendor may

assess late payment charges on past due accounts (thirty days past receipt and acceptance of the complete order of goods or services by the County) at the rate of one and one-half percent (1½ %) per month of the unpaid balance. Paragraph C of this section also states that if payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

13. DEFAULT. The County reserves the right to cancel all or any part of this order without cost to the County, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to acts of God or the public enemy, acts of the State or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

14. NON-COLLUSION. In, signing this bid, the Vendor certifies that he/she has not, either directly or indirectly, entered into any action in constraint of free competitive bidding in connection with this proposal submitted to the County Procurement Manager.

15. NON-DISCRIMINATION. Vendors doing business with San Juan County must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans Disabilities Act of 1990. (Public Law 101-336).

16. IN-STATE RESIDENT PREFERENCE. To be eligible for the 5% resident preference, the bidder shall include a copy of their certificate with their bid and in-state resident preference number on the Bid Offer Page, pursuant to Section 13-1-21 NMSA 1978. Each Bidder may obtain a New Mexico In-State Resident Preference Certificate Number through the State of New Mexico, Department of Taxation and Revenue, 505-827-0951.

17. RESIDENT VETERANS PREFERENCE. To be considered for the 7, 8 or 10% resident veteran business preference, the bidder shall complete the attached Resident Veterans Preference Certification form, include a copy of their certificate with their bid and resident veteran

preference number on the Bid Offer Page, pursuant to Section 13-1-21 NMSA 1978. Each Bidder may obtain a Resident Veterans Preference Certificate Number through the State of New Mexico, Department of Taxation and Revenue, 505-827-0951. This preference is separate from the in-state preference and is not cumulative with that preference.

18. ITEM/EQUIPMENT CONDITION. All bid items are to be new and of most current production, unless otherwise specified.

19. BEST PRICING CONDITION. The bid award does not preclude price changes if deemed beneficial to the County. In recognition of market price fluctuation, Vendor agrees to provide bid items at best possible price to SJC including any available discounts or special pricing that applies. Bid prices reflect the upper limit that applies. Bid prices reflect the upper limit that may be charged for any particular item.

20. SAMPLES. Unless otherwise indicated in the bid specifications, samples of the items-when required-shall be furnished free of expense to the County prior to the time set for the opening of bids. Samples not destroyed or mutilated in testing will be returned upon request by mail-express or freight-COLLECT. Each sample must be labeled to clearly show the bid number, item number and bidders name-regardless of any attempt by bidder to condition the bid. Unsolicited bid samples or descriptive literature which are submitted at the bidder's risk, will not be examined or tested, and will not vary from any of the provisions of the Invitation to Bid.

21. BID AWARD. San Juan County is not obligated to award to lowest bidder, but reserves the right to accept and/or reject any and all bids, in whole or in part, to waive technical irregularities, and to award to the bidder whose bid is deemed to be in the best interest of the County. The County reserves the right to waive minor irregularities and also reserves the right to waive mandatory requirement(s) so long as all responding vendors fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially effect the procurement.

Determination of lowest bidder:

Following determination of product acceptability, if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the County in accordance with specifications, terms, & conditions set forth. The County reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; or any combination of these; or as otherwise specified in bid terms. Alternate Bids may be considered so long as the Primary Bid submitted is the lowest bid meeting the specifications and requirements. Bidders may submit a Primary Bid and Alternate Bid(s). Each

bid must be sealed separately and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.

22. RIGHT TO DISCONTINUE PROCUREMENT.

The County reserves the right to cancel this INVITATION TO BID at any time, and to reject any or all bids, or otherwise to proceed in the best interests of the County. This in no manner obligates the County or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

23. FOB DESTINATION. Destination: Means goods are to be delivered to the destination identified in the Purchase Order by the user, which is the point at which the user accepts ownership or title to goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. ANY exception to FOB Destination may cause a bid to be declared non-responsive.

24. INSURANCE REQUIREMENTS. Contractor shall carry and maintain insurance from an insurance company or companies with a Best Rating of A, or better, authorized to do business in the State of New Mexico in the following amounts:

***(Construction, Services, or Installation Only)**

General Liability - \$1,000,000 CSL

(Combined Single Limits)

Auto Liability - \$1,000,000 CSL

(Combined Single Limits)

Workers Compensation – Statutory limits pursuant to the New Mexico Workers Compensation Act.

The certificate shall specifically provide that the coverage afforded under the policy or policies will not be cancelled or be materially changed until prior written notice has been given to the County. The County shall be named as additional insured on the General Liability Insurance policy. **The Contractor shall supply a copy of the appropriate certificates of insurance to the County for each year in which the contract is in effect.**

25. LATE BIDS. Any bid received after the specified time and date will be declared a "Late Bid" and will NOT be considered.

26. SPECIAL INSTRUCTIONS.

- A. To preclude possible errors and/or misinterpretations, bid prices must be affixed LEGIBLY in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid. The Bid shall be

stated in both numerals and written words. In case of discrepancies, the amount in written words shall govern.

- B. Clarifications and questions must be addressed to the County Procurement Manager in sufficient time to provide a written response to all prospective bidders.
- C. Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and or changes. Such corrections must be properly identified and signed or initialed by bidder. Resubmittal must also be prior to scheduled bid opening for consideration.
- D. After bid opening, no modifications on bid prices or other provisions shall be permitted. A low bidder alleging a material mistake of fact-after bids have been opened-may be permitted to withdraw the bid upon written request prior to award at the discretion of the County Procurement Manager. Bidders shall hold their bid pricing for thirty (30) days after bid opening, or as otherwise noted under Pricing/Delivery.
- E. Specifications on the bid are not meant to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and are NOT intended to restrict competition. "No Substitute" specifications may be authorized ONLY if required to match existing equipment.

SPECIFICATIONS AND REQUIREMENTS

SCOPE.

The purpose of this solicitation is for the purchase of three (3) New 2016 Truck Cab & Chassis Only for the San Juan County Fire Department. The department is requesting new 2016 Cab & Chassis Only - Ford F550 XLT 4WD Extended Cab, **or Equal**.

Bidders must complete and submit the vehicle Technical Specifications checklist (page 8) with the Bid Offer.

METHOD OF AWARD.

The bid shall be awarded to the overall low Bidder meeting the specifications and requirements. San Juan County reserves the right to waive irregularities, reject offers, in whole or in part, and award this Bid in the best interest of the County. Alternate Bids may be considered for award so long as the Primary Bid submitted is the lowest bid meeting the specifications and requirements.

QUANTITIES.

The quantity listed in this solicitation is based on an estimated quantity. The County reserves the right to order more than or less than the quantities shown. In any event, the unit bid price shall govern.

PRICING / DELIVERY.

Bid pricing, which is offered and accepted pursuant to this solicitation, shall be firm and fixed for six (6) months after bid opening. **Pricing shall be all-inclusive:** vehicle, preparation and delivery costs **F.O.B:**

**SAN JUAN COUNTY
AZTEC, NM 87410**

Vendor must contact San Juan County before making delivery.

Bidders shall specify delivery date after receipt of order on Bid Offer Page on page 9.

WARRANTY.

The vendor agrees that the product furnished under this bid shall be covered by the most favorable industry standard warranty available, and that the rights and remedies provided herein shall extend to the County. The vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

QUESTIONS/SUGGESTIONS.

Questions and/or suggestions concerning this Invitation to Bid shall be submitted in writing no later than seven (7) days prior to the Bid Opening Date and shall be directed to:

Kathleen Begay
Purchasing Coordinator
213 South Oliver, Aztec, NM 87410
505-334-4556 - Fax (505) 334-4561
E-Mail kbegay@sjcounty.net

Bidders are specifically notified that any attempt to contact any person other than the party listed above concerning this procurement, may be cause to reject said respondent(s) from further consideration.

Note: Information provided in this Invitation to Bid shall only be used for the purpose of submitting a Bid Offer to the County and shall not be used, released, or disclosed for any other purpose or use.

TECHNICAL SPECIFICATIONS

The specifications listed are minimum. These specifications are not meant to exclude any bidder or manufacturer and have only been used for the purpose of describing the standard of quality, performance, and characteristics desired and are not meant to restrict competition. These specifications are acceptable at this time.

Units shall include all standard items listed in the manufacturer's literature. The equipment shall include all OEM equipment as supplied by the manufacturer, unless otherwise specified in the specifications.

Units ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New Mexico of Motor Vehicles, the safety standards required by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration, and the safety standards required by OSHA and any applicable ANSI standards in reference to the operation of such vehicles within the State of New Mexico.

No dealer advertisement shall be displayed on the interior or the exterior of equipment. New/used equipment delivered with dealer advertisement stickers and/or plates will be returned for removal at the dealer's expense.

Prior to delivery of unit, the fuel tank and all fluid reservoirs must be filled to full operating capacity. Trailer tires must have required air.

The successful Bidder shall also arrange to provide a service facility in San Juan County employing factory trained service representatives to service the equipment and all components. Warranty service shall be provided to the County on a priority basis. Upon notification to the bidder of delivery of a unit to the service facility, the unit will be repaired or serviced within five (5) working days.

NOTE: LICENSING & REGISTRATION WILL BE COMPLETED BY SAN JUAN COUNTY

TECHNICAL SPECIFICATIONS CHECKLIST

ITEM	EST QTY	UNIT	ARTICLE AND DESCRIPTION
#1	Three (3)	Each	2016 New Cab & Chassis Only - Ford F550 XLT 4WD Extended Cab, or Equal

MINIMUM SPECIFICATIONS	BIDDER COMPLIES	
	<u>YES</u>	<u>NO</u>
YEAR: NEW 2016 Model.	_____	_____
BODY: Cab & Chassis Only	_____	_____
MODEL: Ford F550 XLT 4WD Extended Cab – OR EQUAL.	_____	_____
ENGINE: 6.7L V8 Diesel Engine.	_____	_____
TRANSMISSION: 6-Speed Automatic.	_____	_____
DRIVETRAIN: Four Wheel Drive.	_____	_____
WHEEL BASE: 162 inches.	_____	_____
DUAL FUEL TANKS.	_____	_____
LIMITED SLIP DIFFERENTIAL.	_____	_____
AIR CONDITIONING: Factory installed.	_____	_____
AM/FM/CD PLAYER.	_____	_____
XLT TRIM PACKAGE PREFERRED.	_____	_____
CLOTH 40 / CONSOL 40.	_____	_____
CRUISE CONTROL.	_____	_____
213 SHIFT ON FLY.	_____	_____
TRAILER BRAKE CONTROLLER.	_____	_____
TRAILER TOWING PACKAGE & CLASS 4 RECEIVER HITCH, LESS BALL MOUNT.	_____	_____
POWER WINDOWS & DOOR LOCKS.	_____	_____
MANUAL TELESCOPING/FOLDING TRAILER TOW MIRRORS W/POWER.	_____	_____
EXTERIOR COLOR: Race Red.	_____	_____
REMOTE KEYLESS ENTRY: Factory or dealer installed.	_____	_____
JACK.	_____	_____

BID OFFER PAGE (Page 9)
BID NO. 15-16-16

BID TITLE: PURCHASE OF THREE (3) NEW 2016 TRUCK CAB & CHASSIS ONLY

DEPARTMENT: FIRE DEPARTMENT

NOTE: LICENSING & REGISTRATION WILL BE COMPLETED BY SAN JUAN COUNTY.

VEHICLE TECHNICAL MINIMUM SPECIFICATION CHECKLIST _____ YES _____ NO
ENCLOSED (PAGES 8)

LITERATURE FOR EQUIVALENT VEHICLE ENCLOSED _____ YES _____ NO

<u>Item</u>	<u>Est Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext Price</u>
1.	3 Each	2016 New Cab & Chassis ONLY – Ford F550 XLT 4WD Extended Cab - OR EQUAL (per specifications)	\$ _____	\$ _____

TOTAL BID AMOUNT \$ _____
(NUMERALS)

TOTAL BID AMOUNT \$ _____
(WRITTEN)

Year/Make/Model: _____

Mileage: _____

Availability/Delivery ARO: _____

Warranty: _____

Exceptions: _____

BUSINESS _____

ADDRESS _____

DATE _____ PHONE # _____ FAX # _____

EMAIL ADDRESS _____

N.M. BIDDER CERTIFICATE/PREFERENCE NUMBER: _____

N.M. BIDDER RESIDENT VETERAN PREFERENCE NUMBER: _____

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA (IF ANY), _____, _____, _____

By signing, I affirm I am authorized to represent my firm and to provide the products and/or services required according to this bid response.

AUTHORIZED REPRESENTATIVE (PRINT) _____

AUTHORIZED REPRESENTATIVE (WRITTEN) _____

Resident Veterans Preference Certification

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.