

NEW MEXICO HIGHLANDS UNIVERSITY
PURCHASING DEPARTMENT
903 UNIVERSITY AVENUE
LAS VEGAS, NEW MEXICO 87701

CONTRACTOR:

ATTN:

This is a REQUEST FOR PROPOSAL (RFP) between New Mexico Highlands University and the Contractor noted above.

This RFP includes the terms and conditions on this Signature Page and:

1. Contractor Representations and Certifications form
2. Section I. Statement of Work
3. Section II. NMHU General Terms & Conditions
4. Section III. NMHU Supplemental Terms & Conditions. No other terms except as expressly agreed to in writing.
5. Section IV. Quotation Instructions
6. Section V. NMHU Supplier Conflict of Interest and Debarment/Suspension Certification form
7. Section VI. Campaign Contribution Disclosure Form

BID DUE DATE: WEDNESDAY, JULY 15, 2009 AT 2:00 P.M. LOCAL TIME

***** THE BID DUE DATE LISTED ABOVE IS THE CORRECT DUE DATE. THERE WAS AN ERROR IN THE BID DUE DATE PRINTED IN THE ALBUQUERQUE JOURNAL. *****

Telefaxed and electronic submittals of proposals will be accepted. Due date and time for telefaxed and electronic submittals will be the same as for submittal of hardcopies and are to be sent to the Buyer listed at the bottom of this page.

For clarifications call BUYER listed below.

New Mexico Highlands University invites you to submit an offer on the material and/or services in the attached Request for Proposal (RFP). Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, terms and conditions and specifications of this RFP may result in your offer being classified as unresponsive. Offers must be submitted to the above address no later than the time and date specified above. New Mexico criminal law prohibits bribes, gratuities and kickbacks. Your signature on this cover page indicates your acceptance of the terms and conditions outlined in the Request for Proposal.

Signed:

NMHU Buyer
Michael Saavedra
(505) 454-3053 Office
(505) 454-3109 Fax
mjssaavedra@nmhu.edu Email

Authorized Contractor Representative

Contractor Telephone Number

Contractor Telefax Number

Please complete, sign and return this page with your offer.

CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS

THE FOLLOWING DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR OFFER:

RESIDENTIAL PREFERENCE:

Residential Preference No. _____

Is material offered grown, produced or wholly manufactured in New Mexico? _____

BUSINESS SIZE/CLASSIFICATION:

____ Small Business Concern ____ Disadvantaged Business Concern
____ Large Business Concern ____ Women Owned Business Concern

Please note that the business size/classification information is for reporting purposes only and will not be used in evaluating or awarding the contract.

TELEPHONE NUMBER FOR OFFER CLARIFICATION:

Name: _____ Title _____
Telephone No. _____ Telefax No. _____

ACKNOWLEDGEMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____
Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

AGREEMENT TO SUPPLY PERFORMANCE BOND: The undersigned agrees to furnish a Performance Bond if required by this RFP at no additional cost to the University.

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Proposal with it's related documents, and being familiar with all of the conditions surrounding the described materials and/or services, including the availability of materials and labor, hereby offers to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth herein and at the prices stated in the price offer.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED OR TYPED NAME: _____

TITLE: _____ DATE: _____

PHONE _____

Please complete, sign and return this page with your offer.

SECTION I.

ARTICLE I - STATEMENT OF WORK

Purpose: New Mexico Highlands University ("NMHU"), located in Las Vegas, New Mexico is interested in establishing contracts for purchase of new model year 2009 fuel efficient vehicles. This request for proposal (RFP) is also intended to include one-year options to renew for subsequent model years for up to an additional three years, upon mutual agreement. Specifications may be provided for multiple vehicles meeting the minimum qualifications of this request for proposal.

All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law will be authorized to purchase from this agreement, pursuant to section 13-1-129 (NMSA 1978).

Vehicles sought in this RFP. No other vehicles or alternatives will be accepted.

Manufacturer/Model

Chevrolet Malibu Hybrid
Chevrolet Tahoe Hybrid 2WD
Dodge Durango Hybrid
Ford Escape Hybrid and Limited
Ford Fusion Hybrid
Honda Civic Hybrid
Mazda Tribute Hybrid
Mercury Mariner Hybrid FWD and 4 WD
Mercury Milan Hybrid CVY Auto
Nissan Altima Hybrid
Saturn Aura Green Line Hybrid
Saturn Vue Green Line Hybrid
Toyota Camry Hybrid 2.4L 4cyl.
Toyota Corolla LE, XLE, S, and XRS
Toyota Highlander Hybrid 4WD 3.3L V6
Toyota Prius Hybrid II, III, IV and V

Conditions To Be Applied To Every Vehicle Purchased on the Resultant Contracts:

Assembly: All motor vehicles in this RFP are to be assembled in North America except for gas-electric hybrid vehicles until these vehicles are assembled in North America, per Section 13-1-188 (NMSA 1978).

Assembled & serviced: Units furnished shall be completely assembled, serviced, and ready for operation as required by the manufacturer and this RFP.

Authorized Dealer: Bidder must be a factory authorized dealer, and have parts and service facilities within the State of New Mexico

Exterior colors accepted: silver, whites, gold, light greens

Fuel tanks: Prior to delivery of vehicle(s) to buyer, all fuel tanks and reservoirs must be filled to full capacity

TITLE: CONTRACTS FOR PURCHASE OF FUEL EFFICIENT VEHICLES

Legal requirements: Units shall meet all federal and state legal requirements

Model year: Units shall be new current production year models

Options: NMHU reserves the right to add or delete options and/or negotiate the price of options if it is in the best interest of NMHU

Order sheets: Dealer order sheets must be provided with bid, for each bid, that lists all specifications and options requested

Ordered options: All ordered options shall be installed at no additional cost to NMHU

Ornamentation-advertisements: No dealer advertisement shall be displayed on the interior or exterior of vehicle(s)

Specifications: All specifications are minimum

Standard items: Units shall include all standard items as listed in manufacturer's literature to the general public.

Options:

List available options and cost on 'VEHICLE INFORMATION' sheet.

Additional Options To Be Priced:

Extended warranty beyond standard bumper-to-bumper warranty, motor and drive train, zero (0) deductible.

Extended warranty beyond standard factory warranty, bumper to bumper, zero (0) deductible.

ARTICLE 2 - PERIOD OF PERFORMANCE

The Contract term shall be the effective date of this Contract through the manufacturer's "buildout date" for the vehicle. "Buildout date" is defined as the date when the manufacturer stops accepting orders.

Contracts may be extended in one-year increments for an additional three model years, upon mutual agreement.

ARTICLE 3 – ORDERING

Buyer will issue a purchase order when ordering vehicles. Purchases under this RFP are to be made via purchase order only.

ARTICLE 4 – PRICING AND PAYMENT

Buyer shall pay the Contractor on a firm-fixed price basis.

Seller is to submit an itemized invoice to NMHU. NMHU staff will certify the invoice for payment following receipt and acceptance of the vehicle(s). Payment will be made pursuant to section 13-1-158 (NMSA 1978).

ARTICLE 5 - HOURS OF OPERATION

The hours of delivery shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall not include any NMHU holidays as defined below:

Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day After Thanksgiving Day; and Christmas and New Year's break. The specific days off during the Christmas Season will be

announced annually.

ARTICLE 6 – DESIGNATED CONTACT

Max Baca has been designated as the contact person for this RFP No [bidder/offeror] may contact any University employee, officer or member of the Board of Regents other than Max Baca regarding this RFP through the date of the award of contract. Any [bidder/offeror] who makes such unauthorized contact shall be deemed to have violated the terms and conditions of this RFP and that person's proposal may be rejected as a result.

Name: Max Baca

P.O. Box 9000	
Las Vegas, New Mexico	87701
Phone Number:	(505) 454-3168
Fax Number:	(505) 425-3648
E-Mail:	rfp869@nmhu.edu

VEHICLE INFORMATION

(Provide separate sheets if bidding on multiple vehicles)

Complete all of the requested information below.

Model: _____

Make: _____

Engine: _____

Type of Fuel: _____

Combined Miles Per Gallon per www.fueleconomy.gov: _____

Base Cost, Per Unit, FOB Dealer's Place of Business: _____

Net Cost, Per Unit, FOB, NMHU main campus, Las Vegas, NM: _____

Options (list individually with price):

Vendor Price Add or Deduct

A) Mileage charge for one way delivery of
vehicle to areas other than Las Vegas.

_____ Add _____

B) _____

_____ _____

C) _____

_____ _____

D) _____

_____ _____

E) _____

_____ _____

F) _____

_____ _____

G) _____

_____ _____

H) _____

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I) _____

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J) _____

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P) _____

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Q) _____

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R) _____

_____ _____

S) _____

_____ _____

T) _____

_____ _____

U) _____

_____ _____

**NEW MEXICO HIGHLANDS UNIVERSITY
REQUEST FOR PROPOSAL NUMBER 869**

DATE: JULY 1, 2009

TITLE: CONTRACTS FOR PURCHASE OF FUEL EFFICIENT VEHICLES

SECTION III.
NMHU Supplemental Terms and Conditions.

1. ADDRESSES FOR NOTICES: Any notice required to be given or which may be given under this Invitation or the resultant contract shall be in writing and delivered in person or via first class mail to the following address:

New Mexico Highlands University
Purchasing Department
903 University Avenue
PO Box 9000
Las Vegas, New Mexico 87701
2. APPROVED BIDDERS: Bidder must be a factory authorized in state dealer, and have parts and service facilities within the state of New Mexico.
3. CANCELLATION: The University reserves the right to cancel, without penalty, this Request, the resultant contract or any portion thereof for unsatisfactory performance, cancellation of the project or unavailability of funds or any other reason which is in the best interest of the University.
4. CHANGES/ALTERATIONS AFTER AWARD: Changes or alterations after the award can only be made if agreed to in writing by the University.
5. DEALER ADVERTISEMENT STICKERS AND/OR PLATES: All units purchased via this invitation for bid are to be delivered without any dealer advertisement stickers, decals, and/or plates in the interior and on the exterior of the vehicle.
6. DELIVERY DATE: Delivery is an important consideration and is a factor in determining the award. Indicate the expected number of calendar days of delivery from the placement of order to the manufacturer's factory.
7. GOVERNING LAW: This Request and the resultant contract and/or purchase order will be interpreted and governed by the Laws of the State of New Mexico.
8. MOTOR VEHICLE REGULATIONS: All units ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New Mexico Department of Motor Vehicles and shall be in compliance with 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 applicable ANSI standards in reference to the operation of such vehicles within the State of New Mexico.
9. NEW MATERIALS REQUIRED: All vehicles shall include all OEM equipment as supplied by the manufacturer, unless otherwise specified in price agreement specifications. Any manufacturer's data supplied with the item(s) shall be submitted to the University's authorized representative.
10. OPTION TO RENEW: The University reserves the option to renew the resultant contract for a period of up to 3 (three) additional years if such renewal is mutually agreed to and found to be in the best interests of the

University. These renewal options will be exercised in increments as indicated in the bid specifications, or if not stated, in one-year terms.

11. **PROPOSAL NEGOTIATION:** Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining best and final offer. Negotiations may be conducted with responsible offerors who submit offers found to be reasonably likely to be selected for award.
12. **QUANTITY GUARANTEES:** It is understood that no guarantee or warranty is made or implied that any order for any definite quantity will be issued under the resultant price agreement(s) by NMHU, and other State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies utilizing the resultant contract(s).
13. **REPLACEMENT PARTS:** The quality of all replacement parts shall be equal or greater than the quality of the original parts being replaced. All replacement parts shall be new OEM equipment as supplied by the manufacturer, unless otherwise agreed in writing.
14. **REQUEST TERMS PART OF CONTRACT:** This Request along with its attachments will be considered to be part of the resultant contract and/or purchase order and is being incorporated by reference.
15. **WARRANTY:** Warranty shall be the same as the manufacturer's standard warranty as offered to the general public. Warranty shall apply from the date the unit is accepted and approved by NMHU. Please state the warranty for equipment to be supplied under this Request. A copy of the warranty should be included in your submission.
16. **USE OF CONTRACT:** All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law are authorized to purchase from this agreement, pursuant to section 13-1-129 (NMSA 1978).

**SECTION IV.
QUOTATION INSTRUCTIONS**

1. If you are unable to furnish a proposal, please so indicate on the request form and return it.
2. Execute a copy of the RFP cover page and the Contractor Representations/Certifications form and return them with your response. Your signature indicates your acceptance of all terms and conditions specified in the RFP. Any objection to terms must be made with your response with supporting reasons therefore. Contractor's printed terms and conditions of sale shall not be considered specific exceptions. Retain for your records the balance of the forms in the RFP package.
3. Clarifications of proposal procedures may be made by contacting:

Michael Saavedra, Purchasing Department
903 University Avenue
Las Vegas, New Mexico 87701
(505) 454-3053, fax (505) 454-3019, email: mjsaavedra@nmhu.edu

Any explanation desired by an offeror regarding meaning or interpretation of the RFP shall be requested in writing and with sufficient time allowed for return reply to reach offerors before submission of proposals. Oral explanations or instructions shall not be binding.

4. EVALUATION CRITERIA

All proposals shall be reviewed for compliance with the mandatory requirements as stipulated within this RFP. Proposals found not to be in compliance will be rejected from further consideration.

Proposals which are not rejected will then be evaluated based upon the following weighted values:

To address numbers 1, 2, 3 and 4 below, include your responses on a separate sheet. You may submit three (3) pages in total to address all of the items below. The NMHU supplied forms and vehicle literature will not count against this limit.

<u>Description</u>	<u>Weight</u>
1. Years in Business	5%
2. Current Inventory-List the total number of new vehicles in your inventory.	10%
3. Servicing Capabilities-Number of service technicians, provide technical certifications of technicians, types of services available, average turn-around of vehicles, is on-site servicing available.	15%
4. Delivery-List maximum number of days for delivery of vehicle following receipt of a purchase order. List	30%

average delivery for vehicles in inventory and for vehicles ordered from manufacturer.

5. **Price-total price including delivery to NMHU main campus, including all taxes, title, and license.** **40%**

(PRICING IS TO BE PLACED IN A SEPARATE SEALED ENVELOPE)

Total **100%**

5. DURATION: Dealer agrees that information contained in all material submitted is valid and will remain so through the duration of the subsequent contract(s). Contract terms are specified in **SECTION I.** of this document.
6. ACKNOWLEDGEMENT OF ADDENDA: Offerer shall acknowledge receipt of any addendum to this Request by identifying the addenda number and date in the space provided on the response form.
7. CANCELLATION: The University reserves the right to cancel without penalty, this Request, resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds or any other reason which is in the best interest of the University.
8. CLARIFICATIONS: Any clarification of instructions, terms and conditions, insurance, bonds, or quote preparation shall be made only by the Buyer shown on the cover sheet of this Invitation. Clarifications must be in writing as an addenda to be considered as part of this Request.
9. COPIES OF OFFER: Please submit FIVE (5) copies of your offer and all supporting documents. Failure to submit five copies may result in your offer being considered non-responsive.
10. LATE SUBMISSIONS: Late submissions of offers will not be considered unless it is determined by the University that the late receipt was due solely to mishandling by the University after receipt by the University or the offer is the only offer received. All other late submissions will be returned unopened.
11. MODIFICATIONS: Only modifications to offers received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the Buyer following the opening.
- A late modification of an otherwise successful offer that makes it's terms more favorable to the University will be considered at any time it is received.
12. NUMBER FOR OFFER CLARIFICATION: The Offeror should include a local or toll-free number for quote clarifications. Failure to do so may result in the offer being classified as non-responsive.
13. PUBLIC INFORMATION: All information, except that classified as confidential, will become public information at the time that the offer is opened. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the confidential information. Price and information concerning the specifications cannot be considered confidential.

14. **REJECTION OF OFFERS:** The University reserves the right to award offers based on price and any other evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interest of the University.
15. **SUBMISSION OF DRAWINGS/LITERATURE:** The submission of samples, drawings and literature to be used in the evaluation of the offer, must be made by the closing date and time to be considered. All submissions shall be made at no expense to the University. Returns shall only be made at the Offerors request and expense.
16. **TAXES:** The University is exempt from Federal Excise Taxes and from New Mexico Sales Taxes on materials, except construction materials used by a contractor. Services are not exempt. Taxes on services should be included as a separate line item and not included in your base price offer. Applicable taxes are excluded from the Proposal evaluation. A non-taxable transaction certificate will be provided upon request.
17. **TELEGRAPHIC AND ELECTRONIC OFFERS:** Telegraphic and electronic modifications and submittals of proposals will be accepted for this RFP. Due date and time for telefaxed and electronic submittals will be the same as for submittal of hardcopies as listed on page 1. They are to be sent to the Buyer listed at the bottom of page 1.
18. **WITHDRAWAL OF OFFERS:** Offers may be withdrawn by written notice, telegram or in person by an offeror or an authorized representative any time prior to the award. Offers requiring bid security will result in forfeiture of the security if the offer is withdrawn following the opening.

TITLE: CONTRACTS FOR PURCHASE OF FUEL EFFICIENT VEHICLES

SECTION V.
NMHU Supplier Conflict of Interest and
Debarment/Suspension Certification Form

Conflict of Interest

No employee or Regent of New Mexico Highlands University has a direct or indirect interest in the Vendor or in the proposed transaction (unless vendor is a publicly traded company and the employee or Regent's interest is less than one percent of the vendor).

Vendor neither employs nor is negotiating to employ any NMHU employee or member of the NMHU Board of Regents.

Vendor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.

If the vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in vendor, please identify legislator:_____.

List below the name and social security number of any employee of the vendor or person assisting in the proposed transaction in any way who was a NMHU employee within the preceding 12-month period.

Debarment/Suspension Status

1. The vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency.
2. The vendor agrees to provide immediate notice to New Mexico Highlands University Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

Certification

The undersigned hereby certifies that he/she has read the above Conflict of Interest and Debarment/Suspension Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named below.

Signature: _____ Title: _____

Name Typed: _____ Date: _____

Company: _____ City _____

Address: _____ State: _____ Zip _____

**SECTION VI.
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE COMPLETED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

SIGNATURE

TITLE

DATE