

**NEW MEXICO HIGHLANDS UNIVERSITY (NMHU)**

**INVITATION FOR BID NUMBER 2001  
PURCHASE OF SUBARU ASCENT (2) (IFB)  
NIGP Code 071,**

<b>Purpose of Invitation for Bid: For the purchase of two (2) 2020 Subaru Ascents</b>			
<b>Date IFB Issued:</b> Wednesday July 24, 2019		<b>Date and Time IFB Is Due:</b> <u>Friday August 2, 2019 prior</u> <u>to 2:00 P.M. LOCAL TIME</u>	
<b>NMHU Sole Point-of-Contact:</b> Adam Bustos Director of Purchasing	<b>Phone Number:</b> (505) 454-3053	<b>Fax Number:</b> (505) 454-3109	<b>Email:</b> adambustos@nmhu.edu

**Introduction**

NMHU is seeking offers (Bid) from a manufacturer authorized dealership for the purchase of two (2) Subaru Ascents. By issuing this IFB NMHU is neither entering into a contract with you, nor making an offer. If NMHU makes an award to your company (Bidder) it will issue a Notice of Award and purchase order for the vehicle. NMHU reserves the right to not make an award.

Any bid submitted by Bidder shall represent a firm offer to provide the Vehicle in accordance with NMHU’s terms and conditions supplied within this bid, its attachments and addendums, unless Bidder includes its explicit objections to such terms and conditions with its response to this IFB. NMHU will review the objections and may approve changes that are in its best interest.

**During the period of the bidding, your POC will be limited to Adam Bustos in NMHU’s Purchasing Department. Mr. Bustos has been designated as the contact person for this IFB. No Bidder may contact any NMHU employee, officer or member of the Board of Regents other than Adam Bustos regarding this IFB through the date of the Award. Any Bidder who makes such unauthorized contact shall be deemed to have violated the terms and conditions of this IFB and Bidder’s bid may be rejected as a result. Questions regarding the IFB should be submitted in writing or email to the POC. Every effort will be made to respond to your questions within two (2) business days of their receipt. The question and response will be shared with all Bidders, with personal information removed to ensure anonymity. Bidder is to not rely on any oral representations or modifications made by POC or other NMHU staff.**

**BID SUBMITTAL FORM**

**By signing below Bidder agrees to be bound by all terms and conditions of this IFB, its attachments, subsequent addendums and its Bid. Bidder also agrees to understand and comply with all local, state and federal codes, laws and regulations which govern the sale of the Vehicle sold by the successful Bidder. This form is to be signed by an authorized representative of the company. It is to be completed in its entirety and the original is to be submitted with your bid.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature Date

**Provide point of contact of Bidder:**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Mailing Address (City, State, Zip)

\_\_\_\_\_  
Telephone Number Fax Number

\_\_\_\_\_  
Email

**I. ITEM TO BE QUOTED**

This Bid is for the purchase of two (2) Subaru Ascent-Touring Model or Equal.

**II. MINIMUM REQUIREMENTS**

- A. Model years accepted: 2019-2020
- B. All features available on Subaru Ascent Touring Model
- C. Drivetrain: AWD.
- D. Bucket Seats in Middle Row
- E. Door count: 4 doors.
- F. Transmission: Automatic.
- G. Power locks and windows.
- H. Heater and air conditioner.
- I. Radio/CD player, Satellite Radio, USB/Aux, Bluetooth
- J. Navigation
- K. Leather Seats
- L. Sunroof, if available
- M. Anti-lock braking system.
- N. Fuel: Gasoline. Prior to delivery of vehicle(s) to NMHU the fuel tank must be filled to full capacity.
- O. Mileage: Not to exceed 100.
- P. Condition of vehicle: **NEW**
- Q. Reservoirs: All reservoirs are to be filled to full capacity.
- R. Assembly: The motor vehicle in this IFB is 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 N.M.S.A. 1978. It is the Bidder's responsibility to verify the location of assembly.
- S. Assembled & serviced: Units furnished shall be completely assembled, serviced, and ready for operation as required by the manufacturer and this IFB.
- T. Exterior colors accepted: White, Silver, or Cream/Neutral colored.
- U. Legal requirements: Units shall meet all federal, state and local legal requirements
- V. 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.
- W. Order sheets: Dealer order sheets must be provided with bid, for each bid, that lists all specifications and options requested.
- X. Ordered options: All ordered options shall be installed at no additional cost to NMHU.
- Y. Ornamentation advertisements and/or plates: No dealer advertisement shall be displayed on the interior or exterior of vehicle.
- Z. Specifications: All specifications are minimum. If additional options are provided NMHU will not pay for those options or packages. The vehicle with all options or packages will be bid together.
- AA. Standard items: Units shall include all standard items as listed in manufacturer's literature to the general public.
- BB. The vehicle must receive the same warranties offered by manufacturer to the general public. Provide to NMHU all warranty information.
- CC. Provide to NMHU the title of the vehicle within two (2) weeks of receipt of the vehicle.

- DD. NMHU will accept a bid for a vehicle with more options than listed within this section. NMHU will not pay any additional costs for those extra options.

**III. GENERAL REQUIREMENTS**

SUBMIT THE FOLLOWING WITH YOUR BID:

1. Bid Submittal Form (page 2)
2. Pricing Form (Attachment 1)
3. Addendum Acknowledgement Form (Attachment 2)
4. Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 3)

**IV. DELIVERY OF BID**

All bids must be submitted in a SEALED envelope. Please write on the sealed envelope containing your bid the following:

**"SEALED BID # 2001 TO BE OPENED ON August 2, 2019  
PRIOR TO 2:00 P.M."**

Failure to mark the sealed envelope may result in the bid being opened earlier or following the bid opening. NMHU staff may declare the Bid as non-responsive and will not be considered for award.

**DELIVER MAY BE MADE AS FOLLOWS:**

- (1) **If via hand delivery:**  
New Mexico Highlands University  
Attn: Subaru Ascent - IFB #2001  
903 University Avenue  
Las Vegas, NM 87701
- (2) **If via United States Postal Service:**  
New Mexico Highlands University  
Attn: Subaru Ascent- IFB #2001  
P.O. Box 9000  
Las Vegas, NM 87701
- (3) **If via FedEx, United Parcel Service, or any other carrier:**  
New Mexico Highlands University  
Attn: Subaru Ascent- IFB #2001  
1005 Diamond Avenue  
Las Vegas, NM 87701
- (4) **Online Portal**

You may download and submit a response to this ITB using the online portal provided by NMHU Purchasing. Please contact [purchasing@nmhu.edu](mailto:purchasing@nmhu.edu) with any questions. Your point of contact is Adam Bustos 505-454-3053.

**NMHU is not responsible for problems with lost, missing or late Bids. NMHU will reject any Bid received after the bid due date and time as identified above, unless it is determined that the delay in receipt of the Bid is due to error by NMHU staff. The NMHU Purchasing Agent will make the determination if receipt of the Bid is due to NMHU error. It is the responsibility of the Bidder to ensure prompt delivery of their Bid.**

**V. ADDENDA**

- A. If Bidder requires clarification of any part of the Bid he is to submit the question via email to the POC by no later than Friday July 26, 2019 at 5:00 PM local time. NMHU will attempt to respond to the request for clarification by Monday July 29, 2019.
- B. All prospective Bidders will be provided a copy of questions and responses.

**VI. OPENING OF BIDS**

The bids will be opened and read in public. Bids submitted after the bid due date and time will not be accepted and will not be opened.

**VII. RESIDENTIAL PREFERENCE**

A Bidder with a valid Residential Preference Certificate will have his bid amount multiplied by .95 (95%) for comparison basis. This gives him an advantage of 5% against other Bidders which do not have a Residential Preference Certificate. If the Bidder with a Residential Preference Certificate is awarded the Bid NMHU will pay the full amount that was Bid. The 5% preference is only for comparison basis.

If Bidder has a State of New Mexico Residential Preference Certificate, in order to receive the preference, Bidder shall submit a copy of the certificate.

**VIII. AWARD OF BID**

NMHU will issue Notice of Award to the lowest responsible bidder and may choose the bidding option which is in the best interest of NMHU.

**IX. DELIVERY OF VEHICLE**

Bidder is to deliver the Vehicle to NMHU's main campus in Las Vegas, NM within one (1) week of the award of the Bid. Following award the successful Bidder is to contact Greg Martinez of the Facilities Services department. He will be responsible for arranging with you the receipt of the vehicle and required documentation. If the successful Bidder is unable to deliver the vehicle within the required one (1) week NMHU reserves the right to cancel the award and purchase order. If cancelled, NMHU will not be liable for any expenses incurred by the Bidder.

**X. ACCEPTANCE**

NMHU reserves the right to return the vehicle, at no cost to NMHU, within seven (7) calendar days if the Vehicle does not comply with any of the requirements listed in this IFB. The successful Bidder will be responsible for the cost to return the Vehicle and any damages resulting from the purchase.

**XI. STATE PROCUREMENT STATUTES**

- A. Bidder must comply with all state procurement statutes pursuant to §13-1-1 through §13-1-199 N.M.S.A. 1978.
- B. The Procurement Code, Section §13-1-28 N.M.S.A. 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**XII. LOCAL, STATE AND FEDERAL LAWS**

The vehicle must comply with all local, state and federal laws. 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. Vehicle must also meet all other local, state and federal laws and regulations.

**XIII. TERMINATION**

- A. NMHU by written notice may terminate this IFB or Award at any time if it is in its best interests.
- B. NMHU may by written notice terminate the Award in whole or in part for Bidder's default if Bidder refuses or fails to comply with any provision of this IFB or Award, or so fails to make progress as to endanger performance and does not cure such failures within a reasonable period of time. In such event, NMHU may otherwise secure the Vehicle and the successful Bidder shall be liable for damages suffered by NMHU thereby, including incidental and consequential damages.
- C. If after notice of termination, NMHU determines Bidder was not in default, or if Bidder's default is due to failure of NMHU, termination shall be deemed for the convenience of NMHU.
- D. The rights and remedies of NMHU provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under IFB or Award.

**XIV. OWNERSHIP AND DELIVERY**

The successful Bidder will retain ownership and all liability for the Vehicle until NMHU staff has accepted the Vehicle at its main campus.

**XV. ADDITIONAL TERMS AND CONDITIONS**

Attachments 1 through 5 and all subsequent attachments and addendums are incorporated into this IFB.

**ATTACHMENT 1**

**PRICING FORM**

NMHU shall pay the successful Bidder on a firm-fixed price basis. List your bid to include all of the options and delivery expenses.

NMHU does not pay New Mexico gross receipts (NMGRT) tax for tangible items. List your bid without NMGRT. If the successful Bidder requests a Non-Taxable Transaction Certificate the NMHU Purchasing Department will complete one via the State of New Mexico Taxation and Revenue's portal following receipt of the successful Bidder's CRS number.

**Write out the bid amounts in both words and figures. If the dollar figure does not match the figure in words, the figure in words will be considered the bid amount.**

**WORDS:** \_\_\_\_\_

**FIGURES: \$** \_\_\_\_\_

**NM RESIDENTIAL PREFERENCE NUMBER (if applicable):**

\_\_\_\_\_

**Year of vehicle:** \_\_\_\_\_

**Mileage:** \_\_\_\_\_

**ATTACHMENT 2**

**ADDENDUM ACKNOWLEDGEMENT FORM**

**I. ADDENDUM ACKNOWLEDGEMENT:**

If addenda are received by Bidder list on this form the number of the addenda and date it was issued. In submitting this bid, Bidder represents, that Bidder has examined copies of all Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



**ATTACHMENT 3**

**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 Contractor or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Regent’s interest is less than one percent of the Contractor).

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

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

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

List below the name and social security number of any employee of the Contractor 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 Contractor 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 Contractor 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 bid 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 Contractor named below.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name Typed: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_ City \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

**ATTACHMENT 4**

**GENERAL TERMS AND CONDITIONS**

- I. **INSPECTION:** NMHU may inspect, at any reasonable time, any part of Contractor's plant or place of business which is related to performance of the Purchase Order. Final inspection will be made at the destination. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Any testing or inspection procedures required by the specification add to NMHU's rights under this paragraph.
- II. **WARRANTIES:** Contractor warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. All applicable UCC warranties, express or implied are incorporated herein.
- III. **ACCEPTANCE AND REJECTION:** If prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, or, if NMHU is entitled to revoke acceptance of them, NMHU may reject or revoke acceptance, require Contractor to correct without charge (including, but not limited to restocking and shipping costs) within a reasonable time. Contractor shall reimburse NMHU for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment, Contractor shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive the right to claim damages for breach.
- IV. **ASSIGNMENT:** This order is assignable by NMHU. Except as to any payment due hereunder, this order is not assignable by Contractor without written approval of NMHU.
- V. **CHANGES:** NMHU may make changes within the general scope of this order by giving notice to Contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Contractor shall be recognized without written approval of NMHU. Any claim of Contractor for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Contractor of notification of such change unless NMHU waives this condition. Nothing in this Paragraph shall excuse Contractor from proceeding with performance of the order as changed hereunder.
- VI. **TERMINATION AND DELAYS:** NMHU may be written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. NMHU shall pay Contractor as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Contractor, as approved by NMHU, with respect to the undelivered or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Contractor's actual cost, and may not include anticipated profits.

NMHU may by written notice terminate this order in whole or in part for Contractor's default if Contractor refuses or fails to comply with the provision of this order, or so fails to make progress as to endanger performance and does not cure such failures within a reasonable period of time. In such event, NMHU may otherwise secure the materials, supplies or services ordered, and Contractor shall be liable for damages suffered by NMHU thereby, including incidental and consequential damages.

If after notice of termination, NMHU determines Contractor was not in default, or if Contractor's default is due to failure of NMHU, termination shall be deemed for the convenience of NMHU.

The rights and remedies of NMHU provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

As used in this Article, the word "Contractor" includes Contractor and his subcontractors/subsuppliers at any tier.

- VII. **AFFIRMATIVE ACTION:** Contractor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Contractor agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; communicate this policy in both English and Spanish to all persons concerned within his company, with outside recruitment services and the minority community at large; to provide NMHU on request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with NMHU his policies and practices relating to his affirmative action program.
- VIII. **INDEMNIFICATION AND INSURANCE:** Contractor assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Contractor, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of NMHU. Contractor shall indemnify and hold harmless NMHU, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action.

Contractor agrees that it and its subcontractors will maintain public liability and property insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of NMHU.

- IX. **PATENT AND COPYRIGHT INDEMNITY:** Contractor shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Contractor shall indemnify and hold NMHU harmless from any cost, expense, damage, or loss resulting therefrom.
  
- X. **DISCOUNTS:** Prompt payment discounts will not be considered in computing the low bid. Any discount time will not begin until the materials, supplies or services have been received and accepted and correct invoice received by NMHU's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.
  
- XI. **PENALTIES:** The Procurement Code, Section §13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
  
- XII. **OTHER APPLICABLE LAWS:** Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

**ATTACHMENT 5**

**ADVERTISEMENT**

**NEW MEXICO HIGHLANDS UNIVERSITY  
INVITATION FOR BID #2001**

New Mexico Highlands University (NMHU) will accept bids for the PURCHASE OF (2) SUBARU ASCENT. All bids must be in the NMHU Purchasing Department prior to **Friday August 2, 2019 at 2:00 P.M. local time. Bids** will be opened and read publicly. Bids received after that time will not be accepted.

All bids shall comply with the New Mexico Procurement Code, and applicable Federal, State and local laws and regulations.

The bid documents can be obtained at [www.nmhu.edu/purchasing](http://www.nmhu.edu/purchasing). You may download and submit a response to this ITB using the online portal provided by NMHU Purchasing. Please contact [purchasing@nmhu.edu](mailto:purchasing@nmhu.edu) with any questions. Your point of contact is Adam Bustos 505-454-3053.

NMHU reserves the right to waive irregularities, reject any or all bids, cancel this invitation for bid for any reason and at any time, and/or make an award in its best interests.