



INVITATION TO BID:

BID NUMBER: 21-22-22

PRICE AGREEMENT FOR AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, SUPPLIES AND/OR SERVICES

Various San Juan County Departments

Jaime Jones
Contract Analyst
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BID OPENING DATE: May 3, 2022
TIME: 3:00 PM (Local Time)

NIGP Code: 065, 072, 075, 928

PAYMENT TERMS:
Discounts will not be considered in computing lowest/best bid.

REQUIRED DELIVERY: As Specified

FOB POINT: As Specified

Return Sealed Bids to:

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

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- **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. **Emailed 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.: 21-22-22

TITLE: PRICE AGREEMENT FOR AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, SUPPLIES AND/OR SERVICES

14 PAGES (INCLUDING ACKNOWLEDGEMENT 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.: _____

E-MAIL: _____

RETURN TO:
Jaime Jones
Contract Analyst
SAN JUAN COUNTY
(505) 334-4548
jjones@sjcounty.net

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

TERMS AND CONDITIONS

(Unless otherwise specified)

1. **GENERAL.** When the County Chief Procurement Officer 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 10% resident veteran business preference, the bidder shall 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.

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 to establish a price agreement(s) to provide automotive and heavy equipment parts, supplies and or services for San Juan County. To include performing all aspects of repairs to heavy equipment or heavy trucks, including but not limited to supplies, preventative maintenance, mechanical repairs, parts component/attachment repairs, materials and labor on an as needed when needed basis. This is to include San Juan County Sheriff's vehicles, which have police pursuit packages.

Bidders shall indicate the brands/types of automobiles, trucks, equipment, and vehicle mounted bodies with hydraulic components they are capable of servicing. For example, solid waste collection bodies, dump bodies, salt spreaders, snow plows, heavy equipment etc.

Repairs include but shall not be limited to the following:

- Gasoline
- Diesel
- Compressed Natural Gas
- Engines
- Transmissions (manual /automatic)
- Axel/Differentials
- Wheel/Frame Alignments
- Hydraulic Pumps
- Water Pumps
- Valves
- Controls
- Cylinders
- Air Compressors
- Electrical

The County reserves the right to inspect the prospective bidder's motor vehicle repair facility prior to and/or after making a recommendation of award or anytime during the term of the Agreement.

Bidders not complying with standard and ethical industries standards and practices may be terminated from the Agreement.

Bidders shall provide pricing on all services offered by the Bidder including pricing if the pricing differs from the standard hourly shop rate, including mobile services.

Awarded Bidders(s), upon request, shall furnish the County a copy of the price schedule(s) and flat rate manuals, or relevant parts thereof, at no additional cost. Furthermore, the awarded Bidders(s) shall insure that all work will be professionally diagnosed and that maintenance repairs and/or adjustments will be performed only by factory trained and certified mechanics and/or ASE certified mechanics. All work shall be performed on an expedited schedule. In the event of the malfunctioning of any given part while under warranty, Bidder shall replace such part at no extra cost to the Requesting County Department for the part or for labor.

The Bidder shall ensure that all work being performed is professionally diagnosed. Diagnostic and Repairs and/or adjustments shall be performed by a trained and/or certified mechanics/technician/welder. All repairs will be addressed with high urgency and completed timely.

Awarded Bidders may be required to provide an itemized list of all parts and labor hour costs as part of an estimate for the needed repairs. Such an estimate will be provided at no charge if it can be performed without excessive tear-down time. Tear-down must have prior approval.

Cost of repairs and supply of parts for work other than those authorized will not be paid for unless prior approval is granted by the Requesting County Department. All preventive maintenance to motor vehicles shall be in accordance with the manufacturers or Department's specifications and maintenance schedules. It is expected that awarded bidders are able to perform the services without voiding existing warranties.

All repairs and/or services, which require fluids, (Motor oil, coolant, transmission, hydraulic, differential, etc.) will be replaced with new fluids that are compatible with Manufactures Specification. Pricing must be included in the pricing page and listed as a separate item on the invoice. Reusing of used fluids is not

acceptable.

A County purchase order must be in place prior to any parts, supplies, and services being performed.

Parts and materials must be new and conform to the Original Equipment Manufacturers (OEM) specifications, unless approved by the requesting Department.

Any part removed is the property of the County and shall be returned after each equipment repair upon Department request unless replacement part price is predicated upon redeemable core with the part replacement.

The Successful Bidder(s) shall be required to provide a cost estimate for needed repairs. Estimate shall be provided at no charge to the County if it can be performed without excessive teardown time. If there will be an excessive teardown time, the Bidder will provide an estimate to diagnose the repairs. The required teardown must be quoted and have prior authorization including an approved purchase order which cost will not exceed estimated amount without prior approval from requesting Department.

Tax shall not be applied to parts or supplies/materials furnished. The County will provide tax exempt certificate upon request from the vendor. Applicable tax shall be added to the invoice at current rates as a separate item to be paid by Department.

Automotive Parts.

Automotive parts and tools will be billed at the maximum discount offered by the manufacturer or supplier. Cost for parts and supplies will be itemized separately on each invoice and will indicate list price minus amount discount offered. In cases where the manufacturer's current retail price or Bidder's cost list is non-existent, the Department will be billed at the actual cost to the Bidder for such items. The awarded Bidder will be compensated for actual freight costs incurred in the procurement of "special order parts", which are not normally stocked items, provided that, authorization is granted by the Requesting Department prior to the time of order.

All potential Bidders shall specify the manufacturer(s), type(s), part(s) and services of motor vehicles they are bidding. The Department motor vehicle parts prices shall be those listed in the manufacturer's published price schedule which will include list price minus any discount. "No add-on prices will be allowed".

All items supplied under this solicitation shall meet and comply with all current applicable, Federal, State and local laws, codes, standards and regulations. The items shall also meet and comply with all industry standards and certifications where applicable, i.e. NSF, UL, etc.

METHOD OF AWARD.

Price Agreement(s) may be awarded to a single bidder, or to multiple bidders (multiple source awards) based on pricing and compliance with the specifications. The awarded Bidder(s) will be expected to provide the County with the lowest available price for each purchase made against this solicitation. This Price Agreement is established as a source and convenience of the County and it is the responsibility of the Requesting Department to utilize this Price Agreement to the best interest of the County.

San Juan County reserves the right to waive irregularities, reject offers, in whole or in part, and award the 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.

PRICE AGREEMENT TERM.

The primary term of the proposed agreement shall become effective on July 1, 2022 and end on June 30, 2023. There are to be renewal options for up to three (3) additional one-year terms, upon mutual agreement of both parties. The primary term and all one-year renewal options shall not exceed four years (Section 13-1-150 NMSA). The agreement may also be renewed for a period less than one full year.

Any price agreement awarded as a result of this solicitation shall be non-exclusive. During the term of the agreement, the County reserves the right to solicit additional bids or quotations, and purchase supplies from other sources, when deemed in the best interest of the County.

PRICE ADJUSTMENTS FOR ADDITIONAL YEAR TERMS.

During the initial term, all prices shall be based on the manufacturer's most current price list. The Bidder is expected to give the County the lowest price available during the initial term as well as any renewal terms associated with this solicitation.

PRICING.

Bidders shall provide the current hourly shop/labor rates for repairs and services. Bidders shall also provide the discounts offered off manufacturer's prices lists. Labor rates and discounts shall remain firm and fixed during the initial term of this price agreement.

Pricing for all automotive repair parts purchased under this solicitation shall be based on the bidder's most current manufacturer's price list plus discount. Bidders are asked to provide the name of the highest quality first-line manufacturer, if multiple manufacturers can be listed, the Bidder may submit an additional sheet with the required information.

During the term of the agreement, the manufacturer's list price schedule may change based on published revisions by the manufacturer.

Additional Automotive Repair Parts (other than those listed under each of the categories) may be required during the term of the price agreement, and if so, the Bidder will be expected to add those Automotive Repair Parts to the existing agreement and furnish them at the same pricing, terms, and conditions of the bid.

The awarded bidder(s) shall provide full credit for the return of the unused parts. The County shall not pay a restocking or handling charge for parts returned for credit unless the item is a specially ordered item from the manufacturer for the County and the manufacturer passes on the restocking charge to the Bidder. The County must be advised that an item is a special order at the time of order.

NOTE: A cost plus-a-percentage-of-cost pricing structure will not be accepted as a method of material pricing under this solicitation.

TURNAROUND TIME/DELIVERY FOR PARTS.

Bidders(s) shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to San Juan County.

The Bidder shall provide the majority of parts from stock on hand. In the event the Bidder is unable to supply a requested part from Bidder's inventory, the Bidder shall make every effort possible to secure the required part from an outside source. In the event the Bidder cannot provide the required parts within three (3) days after receipt of an order, the County shall be notified immediately. The County reserves the right to make other arrangements for obtaining parts as necessary.

The Bidder(s) shall provide free next day delivery of routine stock orders to the requesting department location. The Bidder(s) shall also provide free emergency delivery, if requested, within two (2) hours from receipt of an order. If requested, the Bidder shall be able to provide delivery to any San Juan County location. **San Juan County requires that there be no minimum order requirements.**

The County reserves the right to pick up the automotive parts at the vendor's place of business, at the same bid prices, terms, and conditions, as needed. "Will-Call" orders will be picked up and signed for by authorized County employees.

PRICE AGREEMENT QUANTITIES.

Estimated quantities are for comparative purposes only. San Juan County reserves the right to order more or less than the "Estimated" quantity at bid price. All orders will be placed on an as needed when needed basis.

PURCHASE/USE OF CONTRACT.

During the term of the agreement, other New Mexico Agencies, Commissions, Institutions, Public Subdivisions and local bodies allowed by law, may order items and/or services described within this Bid under the same pricing terms and conditions, in accordance with Section 13-1-129, NMSA 1978.

The County assumes no authority, liability or obligation on behalf of any other public entity that may use any contract resulting from this Bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the Bid response.

TERMINATION OF AGREEMENT.

In the event of a breach on any provision of the agreement, the County shall notify the Contractor of the fault within a reasonable time. The Contractor shall have ten (10) days to respond. If the Contractor fails to respond within ten (10) days and make arrangements satisfactory to the County, the County may immediately terminate the agreement or take other steps, as it deems necessary.

The County may terminate this Agreement at any time, without penalty of any kind, by giving at least thirty (30) days notice in writing to the Contractor. The Agreement is also subject to termination for non-funding pursuant to the Bateman Act, N.M.S.A. 1978, Section 6-6-11.

MATERIAL SAFETY DATA SHEETS.

A Material Safety Data Sheet (M.S.D.S.) shall be provided with each delivery of any chemicals or hazardous materials. Also, at any time the content of a MSDS is revised, the vendor shall provide new information relevant to the specific material.

PRODUCT QUALITY/BRAND NAMES

All items furnished under this bid shall be high quality first-line, premium heavy-duty products.

The Bidder(s) shall be able to supply parts from a national manufacturer and shall supply parts which meet or exceed OEM specifications. The parts furnished shall be free of defects in material and workmanship. Any part found deficient, or imperfect will be replaced at no charge to the County. The Contractor(s) shall provide any/all catalogs and technical information, as needed.

Bidder(s) shall provide the standard manufacturer's parts warranty and the process for warranty service.

REPORTS.

The bidder awarded a Price Agreement may be required to furnish reports on usage as requested during the term of the agreement. Reports shall list items, quantities and total dollar amounts purchased.

INVOICING:

Invoices must be submitted to the Requesting County Department and accountspayable@sjcounty.net within 14 business days from the date service is completed. All invoices shall show the purchase order number, date, labor rate, part numbers, discount (if applicable), and price. Each vehicle repaired shall be identified as to license number, make/model, VIN number and mileage, and will be invoiced separately against a specific order. When applicable, all labor charges on the invoice will be broken down to indicate the number of hours consumed in performing specific tasks. **Parts and labor rates shall be invoiced to the County at the pricing as listed on the bid offer or pursuant to the manufacturer's most current price list.**

Cost of repairs and supply parts for work other than that authorized by the Department will not be paid for unless prior approval is granted by the Department.

GUARANTEED PERFORMANCE:

The Bidder, if awarded a contract as a result of this Bid, guarantees that the materials supplied are capable of the performance required in the specifications in this Bid, and agrees to make such changes, adjustments or replacements as are immediately necessary in order for the materials to meet the purchasing requirements at no cost to the County. If defects or specification failures are discovered, the purchasing officer shall have the right, notwithstanding acceptance and payment to require the unit/item to be properly furnished in accordance with the specifications and drawings at the cost and expense of the Bidder or the bidder's Surety.

INSPECTION OF MATERIALS:

The County reserves the right to inspect materials provided by the Bidder through a contract resulting from this Bid to determine their quality, fitness and suitability. Inspection of these materials may be conducted whenever the County considers necessary.

MATERIALS AND WORKMANSHIP:

All materials furnished by the Bidder shall be free from defects and imperfections. Workmanship shall be in accord with the best industry standards and practices. Both materials and workmanship shall be subject to the approval of the County.

Inferior quality parts will be rejected by our mechanic.

WARRANTIES.

All warranty and extended warranty maintenance and/or repair work on motor vehicles will occur in accordance with manufacturer's specifications. Warranty and extended warranty periods will vary depending on the vehicle make, year, model and mileage. Repair warranty of power train, drive train and other major components shall be for a period of six (6) months from the date of repair or the accepted industry standard, whichever is greater. All other components shall have a warranty of ninety (90) days or the accepted industry standard, whichever is greater. Twelve (12) months or twelve thousand (12,000) miles/two hundred fifty (250) hours warranty is required on engines, transmissions and differentials. All other components and parts shall have a warranty of ninety (90) days. Bidder will bear the cost (parts and labor) of warranty repairs done on a call-back basis.

INDEPENDENT CONTRACTOR.

The bidder awarded a price agreement under this solicitation is an independent contractor and shall perform its obligations under this agreement, as it deems necessary and appropriate. The County will not supervise or regulate the Contractor in the day-to-day performance of this Agreement. The successful Contractor and its officers, directors, agents and employees, are independent contractors performing services for the County and are not employees of the County. The successful Contractor, and its officers, directors, agents, and employees, shall not accrue leave, retirement, insurance bonding, use of County vehicles or any other benefits afforded to employees of the County. The successful Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.

INDEMNITY.

The Contractor agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the County, its Elected Officials, Agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its officers, directors, employees or agents or arising in any way from this agreement or the Contractor's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

CODES / LAWS / REGULATIONS.

The Contractor shall be properly licensed and shall comply with all applicable Federal, State and local government codes, laws, regulations, and requirements in the performance of the work described herein. 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.

GOVERNING LAW.

Any agreement awarded to a Contractor, as a result of this solicitation, shall be governed in accordance with the laws of the State of New Mexico.

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:

Jaime Jones, Contract Analyst
213 S. Oliver, Aztec, NM 87410
(505) 334-4548 - E-Mail jjones@sicounty.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.

BID OFFER PAGE (Pages 12-14)
BID NO. 21-22-22

AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, SUPPLIES AND/OR SERVICES

CATEGORY 1: DISCOUNTS FOR PARTS BY SUPPLIERS AND REPAIR SHOPS

1.	Discount	Discount off Manufacturer's list price for Parts and Supplies	
		Manufacturer Name	Discount
		_____	_____ %
		_____	_____ %
		_____	_____ %
		_____	_____ %
		_____	_____ %
		_____	_____ %

CATEGORY 2: PRICE SCHEDULE FOR REPAIRS BY REPAIR SHOPS

Item	Unit	Description	Unit Price
1.	Hourly	Mechanical Repairs – Labor Rate	\$ _____
2.	Hourly	Maintenance repairs – Labor Rate	\$ _____
3.	Hourly	Mobile Service Rate	\$ _____
4.	Hourly	Emergency Service (After 5:00 pm to 7:00 am)	\$ _____
5.	Hourly	On-Site Mobile Service (County Yard)	\$ _____
6.	Per Mile	Mileage charge for onsite mobile services	\$ _____
7.	Hourly	Tear Down Charge – Cost is driven by total labor hours involved. In the event the tear-down becomes a part of the repair, this fee goes away and is rolled into repair costs.	\$ _____
8.	Each	List any other Misc. Fees associated with repairs – Bidder must be able to justify these fees and cannot just add a fee onto the total job price.	

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Bidders shall indicate which automotive systems they are certified to provide repairs on and add any that are not listed:

- | | |
|--|--|
| <input type="checkbox"/> Parts | |
| <input type="checkbox"/> Supplies | |
| <input type="checkbox"/> Advance Diagnostics | |
| <input type="checkbox"/> Brake Systems | <input type="checkbox"/> Drive Train Systems |
| <input type="checkbox"/> Body Work, Painting and Upholstering | <input type="checkbox"/> Gasoline Vehicle Repairs |
| <input type="checkbox"/> CNG Vehicle Repairs/Maintenance/Inspections | <input type="checkbox"/> Electronic/Electrical Systems |
| <input type="checkbox"/> Electric Vehicle Component Systems | <input type="checkbox"/> Engine Performance |
| <input type="checkbox"/> Diesel Vehicle Repairs | <input type="checkbox"/> Engine Repairs |
| | <input type="checkbox"/> Exhaust and Emissions Systems |
| <input type="checkbox"/> Frontend Alignment | |
| <input type="checkbox"/> Fuel Systems | |
| <input type="checkbox"/> Heating and Cooling | |
| <input type="checkbox"/> On-site Preventative Maintenance | |
| <input type="checkbox"/> Suspension & Steering | |
| <input type="checkbox"/> Transmission Repair Manual/Automatic Transmission Flush | |
| <input type="checkbox"/> Generators | |
| <input type="checkbox"/> Not Listed _____ | |
| <input type="checkbox"/> Not Listed _____ | |
| <input type="checkbox"/> Not Listed _____ | |

Bidders shall indicate which vehicle manufacturer they are certified to work on:

- | | |
|--|-------------------------------------|
| <input type="checkbox"/> Chevrolet/ GMC | <input type="checkbox"/> Ford |
| <input type="checkbox"/> Dodge | <input type="checkbox"/> Chrysler |
| <input type="checkbox"/> Toyota | <input type="checkbox"/> Kia |
| <input type="checkbox"/> Hyundai | <input type="checkbox"/> Peterbilt |
| <input type="checkbox"/> International | <input type="checkbox"/> Jeep |
| <input type="checkbox"/> Ram Trucks | <input type="checkbox"/> Honda |
| <input type="checkbox"/> Nissan | <input type="checkbox"/> John Deere |
| <input type="checkbox"/> Other (please describe) _____ | |
| _____ | |

Bidders shall indicate which Heavy Trucks and Equipment they are certified to work on:

BID OFFER PAGE (Cont'd)
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EXCEPTIONS _____

BUSINESS _____

ADDRESS _____

DATE _____ PHONE # _____

EMAIL ADDRESS: _____

N.M. IN-STATE RESIDENT/VETERAN'S 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 (SIGNATURE) _____