INVITATION TO SUBMIT OFFER: Bid #T-2904

TITLE: Sale of Manufactured Cottage #114

PURCHASING CONTACT: Robert Ortega, Buyer
(p) 505-224-4546
(i) 505-224-4548
E-mail address: rortega@cnm.edu

TECHNICAL CLARIFICATION:
Lino Moya, (p) 505-224-4000 ext. 52373
E-mail address: amoya51@cnm.edu
The cottage is available for viewing and inspection by visiting the Ted Chavez Hall Building, Room TC100 or TC117, 1800 Coal Avenue, Albuquerque, NM 87106, located on the Southeast corner of University and Coal.

OFFER DUE DATE: Monday, July 1, 2013 at 3:00 PM

PAYMENT TERMS: An earnest money deposit in the amount of ten (10) percent of the total offer in the form of a cashier’s check, or money order must accompany your Offer. Earnest money deposits of rejected offerors will be returned. Balance due within thirty (30) days of acceptance of offer.

INSTRUCTIONS TO OFFERORS:

THE MINIMUM BID OFFER THAT IS DESIRED IS $30,000.00

The Central New Mexico Community College (CNM) invites you to submit an offer for the purchase of a Manufactured Cottage as described within this Invitation. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of the Invitation may result in your offer being rejected. The purchase of the manufactured cottage sold as a result of this Invitation shall be subject to CNM’s General Terms and Conditions as well as all statements contained in this Invitation. All terms and conditions of the Invitation will remain unchanged for the duration of any resultant agreement(s) and will supersede and take precedence over any other forms. New Mexico criminal law prohibits bribes, gratuities and kickbacks (13-1-28 through 13-1-199, NMSA 1978).

To submit an offer for the purchase of the green manufactured cottage described herein, type or print the information requested in the spaces provided on the SECTION D, Offer Submittal Form. All blank spaces must be written in ink or typed. The person signing the offer shall initial corrections in ink.

Completed offer submittal packages should be placed in a sealed envelope, identifying this RFB# and Bid Due Date and Time on the lower left outside corner and submitted to Central New Mexico Community College, 525 Buena Vista SE, A Building, Room #A109 (previously A128), Purchasing Department, Attention: Robert Ortega, Buyer, Albuquerque, NM 87106. Failure to properly identify the bid offer #, due date and time may result in either the premature opening of your offer or failure to open it upon the correct closing date and time.

Note: Any and all requests for clarification must be made in writing and addressed to the Buyer listed above and submitted no later than five (5) days prior to the bid due date. Technical questions concerning the specifications and construction of the manufactured cottage should be directed to Lino Moya at (505) 224-4000 ext. 52373.

Taxes: Governmental Gross Receipts Tax at a rate of 5% of the cottage offer shall be included on the “Offer Submittal Form” (section D) on a separate line and added to the cottage offer to determine the total purchase price. Applicable taxes shall be excluded from the evaluation of the cottage offer.

Deadline to Remove Cottage from CNM Property: Thirty (30) days after offer is accepted.
If appropriate, CNM Purchasing shall issue a written Amendment which shall thereafter become part of this Invitation. No oral interpretations shall be binding upon CNM unless reduced to a written amendment issued by CNM’s Purchasing Department prior to the bid offer due date and time.

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SECTION A
STANDARD BID OFFER TERMS AND CONDITIONS

1. ACCEPTANCE OF OFFERS. Acceptance of offers shall be subject to the review and approval of the appropriate government entities.

2. AWARD OF BIDS. CNM reserves the right to award this bid based on price and any other evaluation criteria contained herein; to reject any and all bids or any part thereof, and to accept the bid that is in the best interest of CNM.

3. BID OPENING. Bid will be opened publicly on the bid due date and time specified on the bid cover sheet in the Purchasing Department Office. Anyone may attend the opening.

4. BINDING OFFER. Offeror agrees that this offer and any resultant sales agreement shall be binding upon its heirs, executors, administrators, successors or assigns and may only be assigned by written permission of CNM.

5. CANCELLATION. CNM reserves the right to cancel without penalty this Invitation, the resultant sales agreement or any portion thereof for unsatisfactory performance, cancellation of the project, or when it is in the best interest of CNM.

6. CLAIMS. Transfer of ownership at time of closing shall release CNM from any claims arising from this transaction.

7. CLARIFICATIONS. Only the Purchasing personnel shown on the cover sheet of this Invitation shall make any clarification of instruction terms and conditions or offer preparation. Technical clarifications should be addressed to the individual identified on the cover sheet. Requests for clarification must be in writing to receive consideration. If appropriate, CNM shall issue a written Amendment, which shall thereafter become part of this Invitation. No oral interpretations shall be given by CNM, and if given, shall not be binding upon CNM unless reduced to a written Amendment issued by CNM’s Purchasing Department.

8. CLEAN UP. It is the purchaser’s responsibility that the site be kept clean and free of rubble while work is performed under the resultant agreement. Upon completion of the work, all areas shall be cleared of all equipment, excess materials and rubble, and the site shall be left broom clean. Disposal of any debris shall be to an appropriate disposal site in accordance with any laws applicable to the type of material being disposed.

9. DAMAGE AND SECURITY OF CNM PROPERTY. The purchaser shall be responsible for all damage to persons or property that occurs as a result of his/her fault or negligence, or that of any of his/her subcontractors. He/she shall save and keep harmless CNM against all loss, cost, damage, claims, expense or liability in connection with the performance of the resultant price agreement. Any equipment or facilities damaged by the purchaser’s operations shall be repaired and or restored to their original condition at the purchaser’s expense, including but not limited to cleaning and painting.

10. DISRUPTION OF NORMAL ACTIVITY. All work shall be performed so as not to interfere with normal CNM activities. When it is necessary to disrupt normal activities, the schedule of and the areas to be affected must be approved by CNM’s authorized representative prior to commencement of the work.

11. EARNEST DEPOSIT. An earnest money deposit in the amount of ten (10) percent of the total Offer in the form of a Cashiers Check, or Money Order must accompany your Offer. Earnest money deposits of rejected offerors will be returned.

Failure of the successful offeror to complete the purchase within 30 calendar days of CNM’s acceptance of the Offer shall result in forfeiture of the Earnest Deposit.

Should offeror refuse or otherwise fail to perform in accordance with the offer to purchase. CNM at its option, may retain all or any portion of the Earnest Deposit as liquidated damages.

12. FORCE MAJEURE. Neither party to the resultant agreement will be liable to the other for any failure or delay in performance under the resultant agreement due to circumstances beyond its reasonable control including, but not limited to, acts of God, accidents, labor disputes, acts or omissions and defaults of third parties, and official, government or judicial action not the result of negligence of the party failing or late in performing.

13. GENERAL TERMS AND CONDITIONS. CNM's General Terms and Conditions are an equal and integral part of this Invitation.

14. GOVERNING LAW. This Invitation and the resultant sales agreement will be interpreted and governed by the Laws of the State of New Mexico.
15. **INDEMNIFICATION.** Purchaser 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 removal of property purchased by Purchaser, 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 CNM. In any event, CNM’s liability shall be subject to the limitations of the New Mexico Tort Claims Act. Purchaser shall indemnify and hold harmless CNM, 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.

16. **INSURANCE REQUIREMENTS.** The successful Purchaser’s transportation/moving agent (contractor) is required to carry insurance meeting the requirements in the Exhibit labeled “INSURANCE REQUIREMENTS” or as noted in the specifications. The transportation/moving agent shall submit the Certificate of Insurance to the appropriate Buyer prior to the removal of the Cottage upon request.

17. **INVITATION IS ENTIRE AGREEMENT.** This Invitation constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered nor amended in any way except as provided for in this Invitation.

18. **INVITATION TERMS PART OF CONTRACT.** This Invitation along with its attachments will be considered to be part of the resultant sale agreement and is to be incorporated by reference.

19. **LICENSES/PERMITS/EASEMENTS.** The Purchaser shall be responsible for obtaining, at his/her expense, all easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the work under this Invitation.

20. **NUMBER FOR OFFER CLARIFICATION.** The offeror should include a local or toll-free number for Offer clarifications. Failure to do so may result in the Offer being rejected.

21. **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.

22. **PERIOD FOR OFFER ACCEPTANCE.** The offeror agrees, if his/her Offer is accepted within ten (10) working days of the closing date, to furnish the required payment within 30 days of formal acceptance of the offer.

23. **POSSESSION.** Purchaser shall not take possession of the property prior to the closing of the sale and full payment has been received by CNM, unless CNM has given specific written permission to do so. Risk of loss or damage is assumed by CNM prior to the closing, unless Purchaser takes possession of the property prior to closing, in which case, State Law shall apply. If the property becomes damaged prior to final sale, CNM reserves the right to terminate the resultant sales agreement.

24. **PROPERTY INSPECTION/FAMILIARITY.** The property referenced in this document is available for inspection. The Purchaser shall be responsible for thoroughly inspecting the property and the terms and conditions of the Invitation to Offer prior to submitting an offer. The Purchaser warrants by this submission that he/she has thoroughly inspected the property and the terms and conditions of the Invitation to Offer. The failure of the offerer to be fully informed regarding the requirements of this Invitation will not constitute grounds for any claim, demand for adjustment or the withdrawal of an Offer after the opening.

25. **PUBLIC INFORMATION.** All information, except that marked as confidential, will become public information at the time that the Bid 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.

26. **REJECTION OF OFFERS.** CNM reserves the right to reject any and all Offers or any part thereof; and to accept the offer that is in the best interest of CNM.

27. **REMOVAL DELAYS.** If after award, the purchaser becomes aware of possible problems that could result in delay in the agreed to removal schedule, the purchaser must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the purchaser of his/her responsibility. However, failure to notify CNM promptly will be a basis for determining the purchaser responsibility in an otherwise excusable delay.
28. **RESPONSIBLE BIDDER.** CNM reserves the right to conduct any investigations deemed necessary to determine the responsibility of a purchaser (i.e., prove that his/her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation for bids). Purchaser shall provide financial statements if requested by CNM.

29. **SEVERABILITY.** If any provision of the resultant sales agreement is found invalid or unenforceable, the remainder of the resultant sales agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.

30. **SIGNATURE.** The response must be signed by an authorized representative in order for offer to be considered valid.

31. **SUBMITTALS.** To submit an offer on the goods or services specified, type or print the information requested on the Offer Submittal Form. Each original offer must be signed in ink by an authorized representative; all corrections shall be initialed in ink by person signing the proposal. All submittals must be in a SEALED envelope, received at CNM's Purchasing Office on or before the due date and time. Faxed or electronically mailed responses will NOT be accepted.

32. **TITLE.** Transfer of ownership shall occur upon payment in full of Offer amount by the successful offeror. Note, the successful offeror shall be responsible for all costs associated with pick up and removal of the property from CNM. CNM shall be released of all claims and liability upon transfer of ownership.

33. **WARRANTY.** CNM makes no representations or warranties concerning the condition of the property offered for sale. Purchaser agrees to accept the property in the condition existing on the date of acceptance of the offer and acknowledges responsibility itself as to the full condition of the property. CNM makes no warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

34. **WITHDRAWAL OF BIDS.** Bids may be withdrawn by written notice, telegram or in person by a bidder or an authorized representative any time prior to the award. Bids requiring bid security may result in forfeiture of the security if the bid is withdrawn following the opening.

35. **WORKMANSHIP/COOPERATION.** All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The purchaser will cooperate with CNM and other contractors and coordinate his/her work involving other contractors through CNM's authorized representative.
1. Inspection and Audit. CNM may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedures required by the specification are in addition to CNM's rights under this paragraph.

b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to CNM under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

2. Warranties. Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express and implied, are incorporated herein.

3. Acceptance and Rejection. If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or, if CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to rejected or unaccepted materials, supplies or service. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive CNM's right to claim damages for breach.

4. Assignment. This order is assignable by CNM. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of CNM.

5. Changes. CNM may make changes within the general scope of this order by giving notice to Seller 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.

6. Termination and Delays. CNM, by written notice stating the extent and effective date may terminate this order for convenience in whole or in part, at any time. CNM shall pay Seller 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 to be approved by CNM, and not otherwise recoverable from other sources by Seller, with respect to the undelivered or unaccepted portion of this order. Provided, however, compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Seller's actual cost and may not include anticipated profits.

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

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

The rights and remedies of CNM 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 paragraph, the word "Seller" includes Seller and its subcontractors at any tier.

7. Equal Employment Opportunity. Contractor shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap.

8. Indemnification and Insurance. Seller 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 Seller, 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 CNM. In any event, CNM's liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, 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.

Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order.

9. Patent and Copyright Indemnity. Seller 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, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.

10. Discounts. Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by CNM's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

11. Penalties. The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. Title and Delivery. Title to the materials and supplies passed hereunder shall pass to CNM at the F.O.B. point specified subject to the right of CNM to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval from CNM's Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.

13. Payment Charges. Late payment charges shall be paid in the amount and under the conditions stated in Section 13-1-158, NMSA 1978.

14. 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.

15. OSHA Regulations. The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupational health and safety regulations that apply to the work performed under this invitation. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

16. Debarment/Suspension. In performing the services and/or furnishing the goods specified within this purchase order, the vendor/contractor certifies that it is not suspended, debarred or proposed for debarment or exclusion from entering into contracts with the Executive Branch of the Federal Government, any State agency or local public body; nor is in receipt of a notice of proposed debarment or suspension from the Executive Branch of the federal Government, any State agency or local public body.

17. Applicable Law. Each party acknowledges that the New Mexico Procurement Code, NMSA 1978 13-1-28 through -199, as amended, applies to every CNM purchase or contract agreement of tangible personal property, services and construction, including participation made pursuant to this purchase order. Further, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents and that the liability of CNM shall be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, NMSA 1978 41-4-1 through -2 7, as amended.

SECTION 2

GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and condition of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contract" shall mean "this order", the term "contractor" shall mean "Seller" and the term "Government" and "Contracting Officer" shall mean "Central New Mexico Community College" and the "Director of Purchasing," respectively.

The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

* Anti-kickback Procedures: 52.203-7
* Buy American Act: 52.222-1
* Contract Work Hours and Safety Standards Act-Overtime Comp.: 52.222-4
* Equal Employment Opportunity: 52.222-26
* Notice to the Government of Labor Disputes: 52.222-1
* Preference for U.S. Flag Air Carriers (For internal air travel): 52.247-63
* Termination for Subcontractor Default: 52.222-1
* Service Contract Act of 1965 (Reserved): 52.222-41
* Termination for Convenience of Government (Education and other Nonprofit Institutions): 52.249-5(a)(6)

CNM reserves all administrative, contractual, and legal remedies against Seller in case of any breaches of the contract.

* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.
SECTION C

SCOPE & PROPERTY DESCRIPTION

In accordance with Chapter 13, Article 6, NMSA, 1978 Central New Mexico Community College (CNM) invites all interested parties to submit offers to purchase: One manufactured cottage constructed by the Applied Technologies Division Manufactured Housing Program with an emphasis on construction. It is CNM’s objective to recover the material costs associated in the manufacturing of this cottage. The material costs are approximately $33,000.00 (does not include labor); however, CNM desires that the minimum bid amount be $30,000.00. CNM Purchasing will receive offers through the bid due date and time and will continue to receive offers until CNM has formally accepted an offer which will enable CNM to achieve its stated objectives.

THE MINIMUM BID OFFER THAT IS DESIRED IS $30,000.00

The cottage will be sold as is and is built to be moved. The cottage is available for viewing and inspection by visiting the Ted Chavez Hall Building, Room TC100 or TC117, 1800 Coal Avenue, Albuquerque, NM 87106, located on the Southeast corner of University and Coal. Ask for Lino Moya at 505-224-4000 ext. 52373.

Purchaser shall be responsible for all costs associated with the packaging, preparation, freight, pick up, transportation, etc. associated with the removal of the cottage from CNM's premises. It is desired that removal of the Property from Seller's premises is to be completed within thirty (30) days of offer acceptance.

To submit an offer for the purchase of property specified herein type or print in the spaces provided on the Offer Submittal form. All blank spaces for Offer prices must be written in ink or typed. Corrections shall be initialed in ink by person signing the Offer. Offers should be placed in a sealed envelope identifying this RFB# and bid due date and time on the lower left corner of the envelope and submit to Central New Mexico Community College, 525 Buena Vista SE, A Building, Room #A109 (previously A128), Purchasing Department Office, Attn: Robert Ortega, Buyer, Albuquerque, NM 87106.

An earnest money deposit in the amount of ten (10) percent of the total offer in the form of a cashier’s check, or money order must accompany your offer. Earnest money deposits of rejected offerors will be returned. Balance due within thirty (30) days of acceptance of offer.

COTTAGE DESCRIPTION

General Description
Cottage #114 is a 1.0 unit, single story, detached residential structure and is considered to be personal property as it is not attached to any land. The actual age is “New”.

Insulation
The insulation rating is R38 on the ceiling and R-23 in the walls exterior oriented strandboard (OSB) sheathing.

Room Count and Square Footage
The room count consists of two bedrooms with double door slider closets, one full bathroom, kitchen with cabinets, living room, dining room with coat closet, utility room. Square footage is 1,072 square feet heated with 20 square feet covered porch.

Heating and Cooling
The cottage has a 100 amp electrical service for ceiling fans and light switches. It includes a three ton heat pump which serves as the heating and air conditioning unit with multiple zones and includes an electrical base heat backup system.

Inspections
All rough-in inspections have been approved.

Permits Required
The purchaser is responsible for obtaining a new building permit when cottage is moved to new location. The new permit will cover the final inspection and give the purchaser the certificate of occupancy. Purchaser is responsible for obtaining required moving permit from transportation/moving company.
SECTION D
OFFER SUBMITTAL FORM/OFFER TO PURCHASE PROPERTY

I (We) _______________________________________ would like to submit an offer for the cottage described in section C, “Scope & Property Description” for: $ __________________ (Cottage Offer Only).

THE MINIMUM BID OFFER THAT IS DESIRED IS $30,000.00

_________________________________________________________________________________________________

(Written Amount of Cottage Offer)

Plus Governmental Gross Receipts Tax at 5% of the cottage offer: $____________________________
(5% Governmental Gross Receipts Tax Only).

I (We) ________________________ agree to purchase the cottage by cashier’s check for the cottage offer price plus 5% governmental gross receipts tax in the amount of: $____________________
(Cottage Offer plus 5% Governmental Gross Receipts Tax).

__________________________________________________________________________________.

(Written Amount of Purchase Price – Cottage Offer Plus 5% Governmental Gross Receipts Tax)

EARNEST DEPOSIT: An earnest money deposit in the amount of ten (10) percent of the cottage offer in the form of a Cashier’s Check, or Money Order must accompany your Offer. Earnest money deposits of rejected offerors will be returned.

This offer is made for the purchase of one (1) manufactured cottage in accordance with Scope, Terms and Conditions of this Invitation.

If this offer is accepted, I (We) agree to provide payment of the purchase price by cashier’s check within 30 days or at the time the cottage is moved whichever comes first.

I (We) agree to cover all cost associated with the moving of the cottage. It is understood that CNM will not be responsible for any cost related to moving the cottage.

I (We) agree to accept the property “as is” in its existing condition.

Certification of Offeror

By signing below, the Offeror acknowledges that it has read this Invitation to Offer understands it, and agrees to be bound by its terms and conditions.

Name: __________________________________________________________________________________________

Address: ______________________________________________________________________________________

City, State, Zip: _________________________________________________________________________________

Phone: ___________________________ Fax: ___________________________

Signature: ___________________________ Date __________________________

BID #T-2904 Advertised, Monday, June 17, 2013
**SECTION E: INSURANCE REQUIREMENTS**

**CERTIFICATES OF INSURANCE**
The Contractor shall furnish **UPON REQUEST**, one copy each of Certificates of insurance herein required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, effective dates of expiration of policies of Insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. The Governing Board of Central New Mexico Community College, Central New Mexico Community College, its agents, servants and employees are held as additional insured.

2. "The insurance coverage certified herein shall not be canceled or materially changed except after forty five (45) days written notice has been provided to the Owner."

**COMPENSATION INSURANCE:**
The Contractor shall procure and shall maintain during the life of any resultant agreement Worker's Compensation insurance as required by applicable State law for all of the Contractor's employees to be engaged at the site referred to in this solicitation in case of any such work sublet, the Contractor's Worker's Compensation insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than $500,000.

**CONTRACTOR'S PUBLIC LIABILITY INSURANCE:**
The Contractor shall maintain insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extension or renewals. The limits effective July 1, 1992 are:

- $400,000 per person/$750,000 per occurrence plus $300,000 for medical and $100,000 for property damage for a total maximum liability of $1,150,000 per occurrence.

**CONTRACTOR'S VEHICLE LIABILITY INSURANCE:**
The Contractor shall procure and shall maintain during the life of this contract Vehicle Liability Insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-1-1 et. seq. NMSA 1978". The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

- Bodily Injury: $750,000. Each Occurrence
- Property Damage: $100,000. Each Occurrence

**SUBCONTRACTOR'S AND SUB-SUBCONTRACTOR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:**
The Contractor shall either:

1. Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub- subcontract Public Liability Insurance of the types and amounts specified above or,

2. Insure the activities of the subcontractors or sub-subcontractors in the Contractor's policy as required under this Article.

**GENERAL:**
All insurance policies are to be issued by companies authorized to do business under the laws of the state in which the work is to be done and acceptable to Owner.

The Contractor shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies.
SECTION F
PURCHASE AND SALE AGREEMENT

_________________ ("Purchaser") of __________________ and Central New Mexico
Community College – CNM ("Seller") of 525 Buena Vista SE, A Building, Room #128, Attn: Robert Ortega, CNM
Buyer, Purchasing Department, Albuquerque, NM 87106, hereby agree as follows:

1. PURCHASE AND SALE. Purchaser hereby agrees to purchase and Seller agrees to sell the manufactured
cottage(s) described as Cottage(s) #_______ and/or garage (and referred to herein as "Cottage(s) # ______," and/or
garage as "Property") which Purchaser inspected on the Seller's premises in ________, 2013, and which is shown in the
attached Exhibit B, “Pictures of the Cottage.”

2. PROPERTY INSPECTION. The Purchaser warrants by this submission that he/she has thoroughly inspected
the Property subject to this Agreement and the other cottage(s) referred to below in this section.

3. NO WARRANTY BY SELLER/FINAL INSPECTION BY PURCHASER. Seller makes no representations,
or warranties concerning the condition of the Property. Purchaser agrees to accept the Property in the condition existing
on the date of his/her inspection of the Property and upon the date of signing this agreement. Purchaser further
acknowledges his/her responsibility to inspect the Property as described above and warrants by his/her payment of the
balance of the purchase price that he/she has done so and has accepted the Property in its "AS IS" condition on the day of
making full and final payment. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND
EXPLICITLY DISCLAIMS ANY SUCH WARRANTIES INCLUDING WARRANTIES OF
MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

4. PRICE. Purchaser shall pay $ __________ (Cottage Offer plus 5% Governmental Gross Receipts Tax) to Seller
for the Property. In the event this sale fails to close due to any breach by or failure on the part of the Seller, the earnest
money deposit will be returned and Purchaser shall have no other claim against seller.

5. TRANSFER OF TITLE. Purchaser shall take ownership and possession of the Property upon payment in full of
the purchase amount and removal of property from Seller's premises shall be completed by __________, __________,
2013. All risk of loss or damage of property after Purchaser takes title and ownership to the property shall be assumed by
Purchaser. In the event Property is damaged and destroyed due to Sellers acts, negligence or fault, prior to Purchasers
removal of property from Seller's premises, Purchaser's sole remedy and claim shall be the reimbursement of the purchase
amount paid by Purchaser to Seller for the purchase of the property. Purchaser shall indemnify and hold harmless Seller,
its officers, agents, and employees from any and all liability from 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 attorney’s fees, in connection with or resulting from such
suit or action. Purchaser agrees that she/he and their contractors will maintain public liability and property damage
insurance in reasonable amounts covering all Purchaser obligations under this agreement.

6. REMOVAL. Purchaser shall be responsible for all costs associated with the packaging, preparation, freight, pick
up, transportation, etc. associated with the removal of the Property from Seller's premises. It is desired that r
7. CLAIMS. Transfer of ownership of the Cottage(s) #_______ and/or garage at time of closing shall release Seller
from any claims and liability arising from this transaction.

8. INDEMNIFICATION. Purchaser 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
damages or destruction to property sustained or alleged to have been sustained in connection with or arising out of the
removal of property purchased by Purchaser, her agents, employees, independent contractors, subcontractors
or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful
misconduct of Seller. In any event, Seller's liability shall be subject to the limitations of the New Mexico Tort Claims
Act. Purchaser shall indemnify and hold harmless Seller, 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.

9. **NOTICE.** Notices called for by this Agreement shall be given by first class mail to the parties at the addresses stated above and shall be deemed received five (5) calendar days after the date of mailing. The addresses stated above may be changed for notice purposes by giving written notice to the opposite party in accordance with this section.

10. **GOVERNING LAW.** This Agreement will be interpreted and governed by the laws of the State of New Mexico.

11. **ENTIRE AGREEMENT.** Request for Bids (RFB) # _______, RFB Terms and Conditions, and this Agreement constitutes the entire agreement between the parties with respect to its subject and shall not be modified, altered nor amended in any way except by written agreement signed by both parties. The Invitation to Submit Offer dated _____________, 2013 to which Purchaser responded, is replaced in its entirety by this Agreement and shall not be considered to be part of this Agreement.

12. **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.

13. **SEVERABILITY.** If any provision of the resultant sales agreement is found invalid or unenforceable, the remainder of the resultant sales agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.

14. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties' heirs, executors, administrators, successors or assigns and may only be assigned by Purchaser with the prior written permission of Seller.

Agreed as of this _____ day of ________, 2013.

**PURCHASER:**

______________________________

**SELLER:** CENTRAL NEW MEXICO COMMUNITY COLLEGE

By: ________________________________________________

Name: _______________________________________________

Title: _______________________________________________