

CITY OF SANTA FE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

“REQUEST FOR BIDS”

**AUTOMATIC TARPING MACHINE
FOR THE
CAJA DEL RIO LANDFILL**

RFB No. ‘15/28/B

BID DUE:

June 1, 2015

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD - BUILDING “H”

SANTA FE, NEW MEXICO 87505

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ADVERTISEMENT FOR BIDS

RFB No. '15/28/B

Competitive sealed bids will be received by the Santa Fe Solid Waste Management Agency and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 **until 2:00 p.m. local prevailing time on Monday, June 1, 2015**. Any bid received after this deadline will not be considered. This RFB is for the purpose of procuring:

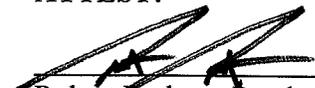
**AUTOMATIC TARPING MACHINE
FOR THE
CAJA DEL RIO LANDFILL**

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

The Santa Fe Solid Waste Management Agency (Agency) is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment regulations.

Bids may be held for sixty (60) days subject to action by the Agency. The Agency reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505. Telephone number is (505) 955-5711. Questions related to this bid can be directed to Sally Padilla, Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506. Telephone number is (505) 424-1850, ext. 110. The RFB is also available at <http://www.santafenm.gov/bids.aspx>.

ATTEST:



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican on: May 5, 2015
To be published on: May 11, 2015

Received by the Albuquerque Journal on: May 5, 2015
To be published on: May 11, 2015

BID SCHEDULE

RFB No. '15/28/B

This section of the RFB contains the bid schedule for the procurement, describes the major procurement events and the conditions governing the procurement. The dates of the major procurement events considered by the Agency and Joint Powers Board are tentative and subject to change without notice.

	EVENT	DATE
1.	Advertisement	May 11, 2015
2.	Issuance of RFB:	May 11, 2015
3.	Receipt of Bids:	June 1, 2015 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505
4.	Recommendation of Award to Joint Powers Board:	June 18, 2015

INFORMATION TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Santa Fe Solid Waste Management Agency (herein called "Agency"), invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City of Santa Fe Purchasing Office until **2:00 p.m. local prevailing time on Monday, June 1, 2015**. At this time the City of Santa Fe Purchasing Officer will publicly open and read bid(s) aloud.

Two complete sets of bid shall be submitted in a sealed envelope or container and addressed to the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505. No late bids will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time, as late-delivered packages will be determined to be non-responsive, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the sealed envelope or container should clearly indicate the following information:

RFB No.: '15/28/B

Title of the Bid: Automatic Tarping Machine for the Caja del Rio Landfill

Name and address of the Bidder:

The Agency may consider any informal bids not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. PREPARATION OF BID

All blank spaces for bid prices must be filled in, hand or type written. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No alternate bids will be considered unless pre-approved (5) five days prior to the bid opening date by the Purchasing Officer.

3. BID SECURITY

None required.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Liquidated damages are not applicable to this bid.

5. ADDENDA AND INTERPRETATIONS

No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the bid must be addressed prior to the bid opening date.

Every request for such interpretations should be in writing addressed to, City of Santa Fe Purchasing Officer, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico, 87505 and to be given consideration must be received at least five (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFB, which if issued, will be sent by facsimile, e-mail, or hand delivered to all prospective Bidders who are known by the Agency to have received a complete RFB not later than three days prior to the date fixed for the opening of the bids. Failure of any Bidder to receive any such addenda or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

Copies of addenda may be obtained from the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505.

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the bid deadline or withdraw the RFB due to significant justification(s) that are in the best interest of the Agency.

6. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular, Bidder is notified that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kick-backs.

8. COLLUSION

No Bidder shall submit more than one bid in response to the RFB. Collusion among Bidders or the submission of more than one bid under different names by any vendors or individual shall be cause for rejection of all bids in questions without consideration.

9. METHOD OF AWARD

The award of the purchase agreement will be made to that Bidder who meets or exceeds all specifications and provides the lowest total bid amount. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the Agency with similar or related units, will be weighed in making a final decision of award.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the Agency reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest Bidder at its discretion, provided that it is in the best interest of the Agency, if the City of Santa Fe's Purchasing Manual and pertinent State Statutes are thereby served.

10. IDENTICAL BIDS

If two or more identical bids are received, the Purchasing Officer will apply the process described in Section 13-1-110 NMSA 1978 of the New Mexico Procurement Code.

11. PROTESTS AND RESOLUTIONS PROCEDURES

Any Bidder who is aggrieved in connection with the RFB process may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest, but may not be filed later than seven (7) days after the Joint Powers Board approves award of the contract. Requirements regarding protests and resolution of protests are available upon request from the Purchasing Office.

12. PUBLIC INFORMATION

All portions of the bid submittals will become public information. Proprietary information may be marked confidential; however, the City Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

13. BRAND NAMES

All brand names specified in this bid are not meant to be restrictive, but to be used as descriptive or equal specification. Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

14. TAX EXEMPT

The Agency is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for labor or services. A tax exempt certificate will be issued upon written request to the Purchasing Office.

15. PREFERENCES IN PROCUREMENT

INTENT AND POLICY: The Owner recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining plants and other facilities within the State and giving employment to residents of the State (1969 OP. Attorney. Gen. No. 6942).

APPLICATION OF NEW MEXICO RESIDENT PREFERENCE: With acknowledgement of this intent and policy, the preference will only be applied when bids are received from in-state businesses, manufacturers and contractors that are within five (5) percent of the low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A-1-21 (-F) and 134-2 (C)) NMSA 1978).

To be considered a resident for application of the preference, the in-state Bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state Bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential Bidder should contact the State of New Mexico General Services Department – Purchasing Office (Joseph Montoya Building – 1100 S. St. Francis Drive – 505-827-0472).

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state purchasing office will be rejected. The certification must be under the business name of the Bidder submitting the bid.

NON-APPLICATION OF COMPETING IN-STATE BIDDERS: If the lowest responsive bid and the next responsive bids within five (5) percent of the lowest bid are all from the State of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state Bidder in this situation, the Bidders must meet the definition criteria of Chapter 13-1-21 (A) (1) and chapter 13-4-2 (A) NMSA 1978. The bid documents issued shall include the questions regarding residency, which the Bidder shall answer and certify. After

examining the information included in the bid submitted, the City Purchasing Officer may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the City Purchasing Officer that the information is not factual and the low responsive bidder is actually an out-of-state Bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the Bidder has met the above criteria, the lowest responsive “resident” bid shall be multiplied by 0.95. If that amount is then lower than the low responsive bid of a “non-resident” Bidder, the award will be based taking into consider the resident preference of five (5) percent.

Preferences shall not apply when the expenditure includes federal funds for a specific purchase.

A Bidder may not claim a five (5) percent preference as a manufacturer and a five (5) percent preference as a business for a cumulative ten (10) percent.

New Mexico Resident Preference Number (if applicable): _____

APPLICATION OF NEW MEXICO RESIDENT VETERAN BUSINESS PREFERENCE: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “resident veteran business”. Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Bidder to provide evidence of annual revenue and other evidence of veteran status.

A Bidder who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix A.

If a Bidder submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

Preferences not cumulative: The resident business preference is not cumulative with the resident veteran business preference.

NON-APPLICATION OF SANTA FE LOCAL PREFERENCE: The Santa Fe local preference is not applicable to the competitive sealed bids process.

DEFINITIONS AND TERMS

1. **Addendum:** means a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Request for Bids. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **Bidder:** means the companies or firms submitting a bid in response to this Request for Bids.
4. **City:** means the City of Santa Fe.
5. **Contractor:** means the successful Bidder who enters into a binding contract.
6. **Determination:** means the written documentation of a decision of the purchasing officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).
7. **Joint Powers Board (JPB):** means the governing body for the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station.
8. **Landfill:** means the Caja del Rio Landfill
9. **Purchase Order:** means a fully executed purchase document issued by the City of Santa Fe that specifies the items and services to be provided by the Contractor.
10. **Purchasing Office:** means the City of Santa Fe Purchasing Office.
11. **Purchasing Officer:** means the City of Santa Fe Purchasing Officer.
12. **Request for Bids:** or “RFB” means all documents, including those attached or incorporated by reference, used for soliciting bids (Section 13-1-102 NMSA 1978).
13. **Responsible Bidder:** means a bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the bidder’s 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 request for bids (Section 13-1-82 NMSA 1978).
14. **Responsive Bid:** means a bid that conforms in all material respects to the requirements set forth in the request for bids. Material respects of a bid include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-84 NMSA 1978).

15. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor that will result in the rejection of the bidder's proposal.
16. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

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SPECIAL CONDITIONS

1. GENERAL

When the City Purchasing Officer issues a purchase order document in response to the Contractor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the Contractor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The Agency shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The Agency is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

- (A) The Contractor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.
- (B) Invoice must be submitted to **Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506** and not the City of Santa Fe.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this Agency bid or proposal, the Contractor agrees to comply with the Presidential Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the Agency.

11. WARRANTY

Warranty shall be included for material and workmanship as specified in the bid specifications. Warranty shall begin when the Agency accepts satisfactory delivery of equipment from the Bidder. The warranty contract shall be solely with the Bidder and the Bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the machine. All details of the warranty shall be included with the bid. Bidder shall respond to all requests for warranty repair within three (3) hours of notification by the Agency.

BID SPECIFICATIONS
RFB No. '15/28/B

AUTOMATIC TARPING MACHINE
FOR THE
CAJA DEL RIO LANDFILL

The Santa Fe Solid Waste Management Agency (Agency) is requesting bids for an automatic tarping machine at the Caja del Rio Landfill.

Base bid shall include one year warranty covering all materials, workmanship and defects.

Background

The NMED requires that daily cover be applied to the working face at the conclusion of each day's operation to reduce odors, nuisance, vectors, fires, litter, and unsightliness of the facility. Daily cover is a six-inch layer of earth or approved alternate, which includes an automated tarping machine (ATM).

The landfill has been using an automated tarpomatic machine as an alternate daily cover since 2005. The frame of the existing machine has undergone numerous repairs and has reached the end of its service life. The Agency is requesting bids for a new ATM.

Bid includes one ATM with all necessary components, and freight. Existing spools and tarps will be used and are not to be included in the bid. The machine must be compatible with the existing spool and tarps.

The Agency's General Specifications are listed below. Bidder must document any variation or deviation from these specifications.

Bidder is required to indicate either "meets or exceeds specifications" or "does not meet specifications" by placing a check in the appropriate "YES" or "NO" column. Failure to indicate either "YES" or "NO" will be evaluated as "does not meet specifications".

**AUTOMATIC TARPING MACHING (ATM)
 BID SPECIFICATION FOR TARPOMATIC MACHINE OR EQUIVALENT**

Bidder is required to indicate either “meets or exceeds specifications” or “does not meet specifications” by placing a check in the appropriate “YES” or “NO” column. Failure to indicate either “YES” or “NO” will be evaluated as “does not meet expectations”.

DESCRIPTION

Automatic Tarping Machine (ATM):	YES	NO
1. The ATM shall be a self contained unit and shall require no connection to operate. It shall easily attach to the push blade of either a dozer or a trash compactor. It shall also detach easily to be set out of the way while not in use.	_____	_____
2. The bidder shall provide electric controls inside the cab of the dozer or trash compactor.	_____	_____
3. This unit shall include a diesel engine (approximately 20hp) that shall be started from the cab of the dozer or compactor.	_____	_____
4. This unit shall include an electrically controlled hydraulic system with and engine shutdown protection system.	_____	_____
5. This unit shall be capable of rolling up and laying down four (4) 40' X 150' tarps that have 7/8" cables installed approximately every 10 feet.	_____	_____
6. This unit shall have hydraulically operated carrying arms capable of carrying the specified tarp rolling spool with tarps attached.	_____	_____
7. This unit shall include a heavy duty hydraulic motor and hydraulic drive motor engaging system.	_____	_____
8. The frame of the ATM shall be designed to be dismantled for transport and then easily reassembled for use.	_____	_____
9. The bidder shall fabricate and provide one set of fully adjustable mounting brackets capable of mounting to either a dozer or trash compactor.	_____	_____
10. The bidder shall provide the installation of the mounting brackets and the electric control system appropriate for either a dozer or trash compactor.	_____	_____

11. A wireless remote control must be available with the unit.

12. The bid shall include any travel expenses for bidder personnel and any transportation costs for bidder equipment.

13. A copy of the operators manual, shop/service manual and parts manual shall be supplied at the time of unit delivery.

14. A copy of the manufacturers standard one-year warranty shall be attached and submitted with this bid.

SANTA FE SOLID WASTE MANAGEMENT AGENCY

BID SUBMITTAL FORM

RFB No. '15/28/B

**AUTOMATIC TARPING MACHINE
FOR THE
CAJA DEL RIO LANDFILL**

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return **two (2) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. All specifications, terms and conditions are met.
- b. Exceptions have been taken and noted on attached sheet(s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the Bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. Agency staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the Bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the Bidder warrants that there was no collusion of any kind in submission of this bid.

State name, address and phone number of nearest authorized representative:

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless specified otherwise in these specifications. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

DELIVERY

Bids shall include all costs of delivery to the Santa Fe Solid Waste Management Agency, Caja del Rio Landfill, 149 Wildlife Way, Santa Fe New Mexico 87506. The automatic tarping machine shall be completely operational and ready for use.

Date of delivery after notice to proceed:

_____ calendar days.

Bidder shall include descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer’s literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder shall include Resident Veterans Preference Certification (Appendix A), if applicable.

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APPENDIX A

Resident Veterans Preference Certification

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

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

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

NOTARY PUBLIC

My Commission Expires:
