



**ALBUQUERQUE PUBLIC SCHOOLS**

Dr. Brad Winter

**Procurement Division**

*Expect Great Things!*

Interim Superintendent

Mark Heckart, CPM  
EXECUTIVE DIRECTOR/PROCUREMENT OFFICER

**May 18, 2015**

**Bid: 15-061MG-AM Athletic Clothing and Related Materials**

**DATE: June 9, 2015**

**TIME: 10:00 a.m.**

**LOCATION:** Albuquerque Public Schools  
**(Address for** Procurement Department  
**Hand or Courier** 6400 Uptown Blvd NE Suite 500 E  
**Delivery)** Albuquerque, NM 87110

**U.S. MAIL** Albuquerque Public School  
**DELIVERY:** Procurement Department  
P.O. Box 25704  
Albuquerque, NM 87125  
(Allow appropriate time for delivery to the Procurement  
Department location before the deadline time and date.)  
**PLEASE NOTE OUR NEW ADDRESS CHANGE**

**CONTACT:** Marilee Gallacher, District Buyer  
**Marilee.gallacher@aps.edu** (505) 878-6118

**SPECIAL INSTRUCTIONS:** Complete Bid/RFP documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of delivery option selected. **Late bids are not accepted and will be returned un-opened.** To ensure proper identification and handling, clearly indicate the Bid/Proposal Number and the Opening Date and Time on the outside of the sealed response envelope.

acm

*AN EQUAL OPPORTUNITY EMPLOYER*

**BID 15-061MG-AM**  
**ATHLETIC CLOTHING AND RELATED MATERIALS**

**I. INFORMATION FOR BIDDERS**

**INTENT:** Albuquerque Public Schools, hereafter referred to as “APS,” invites vendors, hereafter referred to as “Contractor,” to bid on Athletic Clothing and Related Materials, discount from list, in accordance with the attached specifications. *All items are for one shipment to one destination.*

**1.1 Contract Documents:** The bidding information included in this packet and listed below constitutes the contract documents. The Contractor’s signature signifies his full understanding of the terms and conditions of this bid. The award of the contract shall be made with a Price Agreement (PA) issued by APS to the awarded Contractor, and shall bind the Contractor to the terms of the contract documents.

- Information for Bidders
- General Terms
- General Conditions
- General Requirements
- Scope of Work
- Appendix A: Product Specifications and Pricing
- Appendix B: Resident, Veterans Preference Signature Page and Certification
- Appendix C: Campaign Contribution Disclosure Form
- Appendix D: New Mexico Employees Health Coverage
- Appendix E: Conflict of Interest and Debarment/Suspension Certificate Form
- Appendix F: Specifications Exception Form
- Appendix G: Offeror Information/Signature Page and W9
- Appendix H: Bid Submittal Requirements and Check List
- Proof of Liability Insurances
- Addendums, if applicable
- APS Terms and Conditions

**1.2 Preparation of Bids:** Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten. Corrections shall be initialed in ink by the person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Contractor and the bid number as listed on the Bid Invitation. See also Appendix I. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign all bids.**

**1.3 Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with the provisions hereof. APS reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.

Procurement law requires sealed bids or proposals. Therefore, APS cannot accept bids, which are transmitted using facsimile equipment. This may not apply to amendments or addenda, which do not refer to pricing, or to the transmittal of supplemental product literature, drawings, and the like. Please refer the specific situation to the APS Procurement Officer of this bid for clarification before processing.

**1.4 Qualifications of Contractor:** APS may make such investigations as necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy APS that such Contractor is qualified to carry out the obligations of the contract and to complete the work described therein.

Contractor shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or law that applies to APS personnel shall be deemed to be in force for Contractor's work force occupying any work site.

**1.5 Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting APS Procurement Division, Marilee P. Gallacher, District Buyer, also referred to as the APS Procurement Officer, telephone number (505) 878-6118, or email: Marilee.Gallacher@aps.edu. For clarifications of the specifications or other technical aspects of this bid, please submit any requests via email. Technical questions related to the bid commodities may be made by contacting the APS Athletics Department Executive Director, Ken Barreras, telephone number (505)878-6160. **Contractors must have acquainted themselves with all conditions affecting this contract before submitting a bid.** No claim shall be made nor will one be allowed the Contractor for negligence, misunderstanding, or error in this regard.

Contractors shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed contract documents. Submission of a bid constitutes a representation by the Contractor that the Contractor has made all appropriate examinations, investigations and analysis and has made provision as to the cost thereof in his bid.

**1.6 Multiple Offers:** APS will not select from multiple offers on a single document. If a Contractor offers more than one brand and/or discount price per item, (1) the specified or (2) the most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is low in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit as Bid #2. Each bid must stand-alone and comply with the terms and conditions of the contract.

**1.7 Conditional Bids:** Bids in which acceptance is in, some manner restricted or conditioned by the Contractor, will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other Contractors, the bid will be rejected.

**1.8 Records:** Records shall be maintained by the Contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of Contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, pay rolls, records of personnel, conditions of employment or any other such data as may be pertinent.

**1.9 Awards:** APS reserves the right (1) to award bid(s) received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids or any part thereof; (3) to waive any informality in the bids; and (4) to accept multiple bids that are in the best interest of APS. Bid award(s)

will be made to the low responsible and responsive bid(s), taking into consideration prior qualifications and capabilities of the Contractors, availability of funds and any other relevant factors. **It is the responsibility of the Contractor to inquire as to the status and/or subsequent award of bids.**

**1.10 Tax Requirements:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request. This does not apply to services or to materials that become part of a construction project. The Contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes due as a result of this work. Tax rates will fluctuate as required by law and will be shown as a separate amount on each billing or request for payment.

**1.11 Insurance:** During the life of the contract, the awarded Contractor shall maintain the following liability insurances, as specified in Paragraphs 1.11.1 – 1-11-4, with limits as established by the New Mexico Tort Claims Act. Contractor may include proof of insurance with Bid. However, if awarded a contract, proof of insurance is a condition precedent to the execution of this contract, and must be provided to the APS Procurement Officer upon award. If any policy changes occur during the life of contract, it is the Contractor's responsibility to provide updated proof of coverage to the APS Procurement Department

Contractor also agrees to notify APS immediately if such insurance is out of force for any reason at any time during the life of the contract. The Contractor shall, at his own expense, carry and maintain during the entire performance period of this contract, at least the kinds and minimum amounts of insurance listed:

**1.11.1 Workers' Compensation Insurance:** As required by the Labor Laws and the New Mexico Statutes.

**1.11.2 Liability Insurance:** The Contractor shall procure and maintain during the life of the contract, a General Liability Insurance Policy written with APS, its officers, agents, and employees as additional insured with the following limits:

- \$1,000,000.00 Bodily Injury and Property Damage per occurrence
- \$1,000,000.00 Bodily Injury and Property Damage aggregate

**1.11.3 General Liability Insurance:** General Liability Insurance shall be provided with the following minimum limits:

- \$1,000,000.00 General Aggregate
- \$1,000,000.00 Products/Completed Operations Aggregate
- \$1,000,000.00 Personal Injury and Advertising Injury
- \$1,000,000.00 Each Occurrence
- \$50,000.00 Fire Damage (any one fire)

This policy must include premises/operations, independent contractors, products and completed operations, contractual liability covering the contract, broad from property damage including completed operations, personal injury and underground coverage if the project requires underground operations.

**1.11.4 Automobile Liability Insurance:** The Contractor shall procure and maintain during the life of the contract, Automobile Liability Insurance with the following limits. Excess insurance or umbrella liability insurance will be acceptable in attaining the required limits.

- \$1,000,000.00

- 1.11.5 Indemnification:** Agree to defend, indemnify, and hold harmless APS and its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties as a result of any services performed by the Contractor under this agreement. If any policy changes occur during the life of contract, it is the Contractor's responsibility to provide updated proof of coverage to the APS Procurement Division.
- 1.12 Protest:** Any Contractor who is aggrieved in connection with procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrences giving rise thereto.
- 1.13 The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. If a Contractor is approached by any person seeking to receive favors, gratuities, kickbacks, either monetary or in kind, in connection with the performance of this contract, please contact the Purchasing Executive Director at (505) 878-6112 or the Director of Internal Audit at (505) 880-3724.
- 1.14 Promotional Gifts and Activities:** APS policy prohibits the distribution of jackets, shirts, caps or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with Contractor or potential Contractors in connection with a procurement action.

## **II. GENERAL TERMS**

- 2.1** The submission of a bid will indicate that the Contractor has read the terms and conditions, understands the requirements and that the Contractor can supply item(s) specified.
- 2.2** No contract exists on the part of APS until a written Price Agreement (PA) is executed. Issuance of a PA will be considered sufficient notice of acceptance of contract.
- 2.3** It is mutually understood and agreed that the successful Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his right, title, or interest therein, or power to execute such Purchase Order (PO) or contract to any other person, company or corporation, without the previous written consent of APS.
- 2.4** APS reserves the right to return supplies which do not meet specifications indicated in Bid at Contractor's expense. Contractor guarantees supplies delivered are standard, new, regular stock or custom stock, and living, as applicable.
- 2.5** Failure to examine any specifications and/or instructions will be at Contractor's risk.
- 2.6** Although this contract is being bid on behalf of APS Schools and Community Partnerships Department, individual schools, state agencies, or local public bodies will be referred to the successful Contractor(s) in the event the requirements can be adapted to their needs for specific items awarded.

### III. GENERAL CONDITIONS

- 3.1 Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or Price Agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Division.

Submit all questions about the proposed contract specifications, including any discrepancies, omissions, or ambiguities noted by any Contractor, to the appropriate APS Contact person. If appropriate, APS Procurement Division will issue a written addendum that shall thereafter become part of the bid documents and proposed contract documents. Oral interpretations other than routine clarification and the like, if given, shall not be binding unless incorporated in a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

- 3.2 Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and the Contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the Contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.

APS may by written notice stating the effective date, cancel the contract for convenience, in whole or in part, at any time. APS shall pay Contractor as full compensation for performance until such cancellation (1) the unit or prorate order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by Contractor as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

- 3.3 Form of Contract:** Upon award, APS will issue a PA which shall bind the Contractor to the terms of the Bid.

- 3.4 Purchase Order and Invoicing Procedures:** Individual orders of awarded materials by APS and delivered by Contractor, will be charged to a Purchase Order (PO), referencing the PA and Bid. Small Purchase Orders (SPO's) will not be used. All POs are issued by the Purchasing Department. **Do not accept telephone or facsimile orders from any APS school or Department other than the Procurement Department, without prior approval from the Purchasing Department. APS will not pay for unauthorized purchases.**

Delivery shall be ticketed separately, showing the APS PO, delivery location and full signature with printed name underneath of employee receiving the material(s). Initials only are not acceptable and will not be processed for payment.

Invoices must be itemized and reference the PA, Bid, PO number, as well as the name of requesting APS school or department. Unidentified invoices will be returned to the Contractor. Original or billing copy Invoices must be sent to Albuquerque Public Schools, P.O. Box 25704, Albuquerque, NM 87125 Attention: Accounts Payable.

When applicable, final invoice for each delivery shall be accompanied by all required guarantees, releases of lien and/or other submittal required by the contract.

**3.5 Prompt Payment:** APS will strive to meet or exceed prompt payment terms as may be established by statute. Late payment charges may be assessed on any unpaid balance over sixty (60) days in arrears at the rate of one and one-half (1.5%) per month. APS **will not** automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date, and computation to verify charges. Typically payment schedule will be 30-45 days.



## IV. GENERAL REQUIREMENTS

**4.1 Scope of Work:** The purpose of this bid is to establish pricing, discount from “Price List” or “List Price,” for Athletic Clothing and Related Materials, considered “Soft Goods” or “cloth” items in the athletic supplies industry. Products will be purchased on an as needed basis. The contract will be used to purchase products and services, with services being defined as, but not limited to screen printing and artwork on shirts, uniforms and related products. Such services will be included in the cost of the product. “Price List” or “List Price” is defined as that which is regularly maintained by the manufacturer and is published or otherwise available for inspection by the customer. List prices must be standard in the trade and in common use for either the vendor’s general clientele or comparable government accounts. Lists will be allowed to change as may be standard in the industry, but the discounts will remain firm.

Orders will be placed through APS Procurement by the APS Athletic Department and APS schools, as needs develop. Order delivery will be to the designated APS site, as specified in the “Ship To” location on the respective PO.

Regardless of discount(s) received, APS reserves the right to bid any item(s) separately whenever it may be in the best interest of APS to do so. Discounts quoted will be considered to be the minimum offer. APS also reserves the right to negotiate a deeper discount in the event of a large quantity purchase or similar circumstance. New items which may become available over the life of the contract may be added if the product is representative of the materials requested by this bid.

**PLEASE DO NOT BID UNLESS YOU HAVE AUTHORITY TO SELL ATHLETIC CLOTHING AND RELATED MATERIALS IN THE STATE OF NEW MEXICO, AND ARE A LEGITIMATE SUPPLIER OF THE PRODUCTS REQUESTED.**

**4.2 Contract Period:** Any contract issued as a result of this solicitation will be in effect for a fifty-two (52) week period with an option to renew for three (3) additional fifty-two (52) week periods. Renewal is contingent upon funding and mutual agreement of the parties thereof. Contractor may decline renewal and APS will rebid. Price escalation will be considered for the renewal year only upon receipt of written request from contractor stating reason for the escalation request and the amount being requested. Price escalation will require documentation and will be allowed only for reasons related to market conditions. If prices should decrease in the market, APS should benefit from any market fluctuation which would derive savings. Although this contract is being bid on behalf of the APS Athletics Department and APS schools, individual schools/departments, state agencies or local public bodies will be referred to the successful Contractor in the event of requirements that can be adapted to the specific items awarded.

**4.3 Request(s) NOT defined in Scope of Work:** Contractor shall be held responsible to NOT fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer. APS does, however, reserve the right to negotiate with the successful Contractor(s) for pricing on items related to this contract but not specifically named herein. In the event a purchase is made as a result of such negotiations, the contract shall be amended to reflect the new items(s) and pricing structure.

**4.4 Pricing List and Discounts:** Bid price will be indicated as a percentage of discount off the **Price List, Catalog Price or Manufacturer’s Suggested Retail Price, whichever is less.** Discounts will be applied to the most recent Price list/Catalog issue. Bids are to be submitted according to the pricing structure on Appendix A. This is not a commitment to purchase.

Copies of the current Price List from which the discount applies must be submitted with the Bid. If sent under separate cover, please note such in the bid. **The Contractor agrees that there will be no change in the discount during the term of the contract.** The successful Contractor is required to supply the APS Procurement Officer and the APS Athletic Department with new Price Lists as they become available. New Price Lists will go into effect when accepted by the Procurement Officer. New Price Lists found to be non-competitive by the Purchasing Department at any time during the term of the contract will be grounds for terminating the contract.

Successful Contractors will supply additional Price Lists and Catalogs as required by APS.

**4.4.1 List Price Changes:** Change of List Price will be subject to the following conditions:

- a. All requested changes must be in writing, addressed to the APS Procurement Officer, and submitted with a thirty (30) day advance notice of the requested revision. It will be the responsibility of the Contractor to approach APS with the need for a price review. The new Manufacturer's Price List must be furnished with the request.
- b. Changes must be standard in the industry and not unique to APS.
- c. Price decreases as well as increases shall apply. If the Contractor's prices are reduced for any reason, APS shall also receive the benefit of such reductions.
- d. Price increases will not be retroactive to orders already in house or back orders. Orders will be filled at the price in effect on the date of the receipt of the order, either verbal or written, by the Contractor.

**4.5 Freight Charges:** APS recognizes that when quantities vary, it is difficult to determine freight costs. Therefore, in Appendix A, use the minimum amount of space to specify the minimum dollar amount for which your firm will accept freight charges. Please absorb all freight charges into the cost of the Athletic Clothing and Related Materials pricing, so no freight charges will be included on invoices. No additional freight charges will be passed on to APS for Contractor direct deliveries. All pricing will be F.O.B. Destination including cost, insurance, and freight. **See Paragraph 4.7 Delivery.**

**4.6 Quantities:** Exact quantities of athletic clothing and related materials required by APS are not known. However, APS anticipates ordering an estimated amount of \$250,000 for the 2015-2016 school year, utilizing a variety of contracts. This is not a commitment to purchase. The information is included to provide a potential Contractor with some idea of possible contract activity. Quantities requested by APS will be on an "as needed" basis. Emergency orders may also be required. Payment will be made to a successful Contractor for actual quantities ordered and received.

**4.7 Delivery:** Delivery will be F.O.B. Destination including cost, insurance, and freight. F.O.B. Destination shall be interpreted as final site as specified by APS, which can be to any school or administrative site within the APS District. **BIDDER OWNS GOODS IN TRANSIT.**

Special shipping and handling charges, e.g. UPS Blue Label and the like, when specifically requested by APS, may be added to the invoice at exact cost.

Delivery times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternative Contractor will be assigned at the discretion of APS.

Deliveries will be made at various times during the contract period.

**4.9 Warranty/Guarantee:** All Contractors must guarantee full satisfaction of their products' use or permit unsatisfactory product to be returned collect for full money refund. Contractors will replace damaged items at no cost to APS. Warranty terms shall be stated where requested on the Bid, and must be, as a minimum, the manufacturer's best preferred warranty.

**4.10 Method of Award:** APS will award to the low responsible and responsive Contractor(s) who shall offer the deepest discount for comparable product. Bid any or all categories. APS reserves the right to make multiple awards as maybe necessary to have all product categories represented, or as may otherwise be in the best interest of APS.

**4.11 Contract Termination:** An awarded contract may be terminated, upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination, for any reason.

By such termination, neither party may nullify obligations already occurred for performance or failure to perform prior to the date of termination. If Contractor fails to make deliveries of the item(s) within a specified time, or any written extension thereof, Contractor shall be in default. In such case, APS may purchase or otherwise secure necessary item(s) and Contractor shall be liable to APS for any excess costs incurred thereby.

**4.12 New Mexico Resident Bidding Preferences:** There are two preferences that New Mexico companies can use for bidding advantage for this contract. Please note that these two preferences are not cumulative. **See Appendix B.**

State website for Forms:

ASD-22238 Business Preference Application and Instructions

ASD-22242 Veteran Preference Application and Instructions

<http://www.tax.newmexico.gov/forms-publications.aspx>

#### **4.12.1 Resident Preferences**

Policy effective January 1, 2012

### **GOVERNOR MARTINEZ SIGNS SB-1, IN-STATE PREFERENCES**

As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division. Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all New Mexico resident businesses and contractors that wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the NM Department of Taxation & Revenue. This policy is effective January 1, 2012. For additional information please call 505-827-0951.

*Please attach either the Resident Certificate, or Resident Veterans Certificate, if applicable, to the bid response as part of Appendix B.*

**APPENDIX A**  
**PRODUCT, ORDERING AND PRICING SPECIFICATIONS**

Attach additional pages as needed

**FIRM** \_\_\_\_\_

1. **Special Quotation / Reference / Account Number:** (Optional. If applicable, indicated number and type)

\_\_\_\_\_

2. **Overall Catalog Discount:** Net, 10%, etc.

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\_\_\_\_\_

\_\_\_\_\_

3. **Individual Price List Discount:** Indicate product lines, manufacturer, sport, etc., which may be more or less than No. 1. Please disclose your authorized product lines or manufacturer in which you are the only authorized dealer for that product.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **Discount Exceptions:** Indicate product lines manufacturer, sport, etc., X or Y amount or more pricing, motor freight items, etc. No exceptions for partial orders for matching existing stock.

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\_\_\_\_\_

\_\_\_\_\_

5. **Minimum Order / Delivery amount per order to qualify for discount, if applicable:**

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6. **Miscellaneous Charges:** i.e. small order charge, hazardous materials surcharge, etc. Please specify name of charge and amount of percentage.

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7. **Delivery:** Please absorb all freight charges into the cost of the Athletic Clothing and Related Materials pricing, so no freight charges will be reflected on the invoices. **No additional freight charges will be passed on to APS for vendor direct deliveries.** Before filling in this section, read General Requirements, F.O.B. Destination, Paragraphs 4.5 and 4.7.

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8. **APS may on occasion require inside delivery of Athletic Clothing and Related Materials to a certain location.** Can your company deliver Athletic Clothing and Related Materials inside a building?

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9. **Specify any exceptions and conditions that your company may require.**

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10. **What is your average lead-time after receipt of order?**

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11. **What is your Return Policy?** (Specify your return goods policy, restocking charges, exchanges, etc.)

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12. Please explain your discount procedures as it applies to your invoice, i.e. discount based on unit price total extension of unit price, total order, etc. **APS prefers discount by total order.**

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13. Add any other information regarding ordering procedures that has not been discussed that you wish to have considered.

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14. Does your company have a price list either in computer form or on disk? If so, please include one copy/disk with your bid and briefly explain what is on computer form/disk, i.e. catalog number, description, page number, etc.

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15. **Does your company have electronic catalog (EDI 832) capabilities, or a Website?** Indicate your capabilities or website address.

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\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**APPENDIX B**

**Resident Veterans Preference Certification**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the Resident Veteran’s Preference to this procurement:

**Please check one box only**

Not Applicable. I declare under penalty of perjury that I am not a Veteran. 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 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 proposal. 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 proposal. 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 Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when 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 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 the statement is true to the best of my knowledge. I understand that by giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative) “

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The Representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

**If applicable, Resident or Resident Veteran’s Certificate must be attached as part of Appendix B**

## APPENDIX C

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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



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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX D**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain during the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than February 1, 2015, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.
  
2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the APS.
  
3. Contractor agrees to advise all employees of the availability of State publically financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

Signature of Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

Business Name of Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX E**

**CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM**

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced request for proposals.

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:** No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_

List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. \_\_\_\_\_

**DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

*CERTIFICATION*

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

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

Name of Person Signing (typed or printed): \_\_\_\_\_

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

Date: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

**APPENDIX F**

**SPECIFICATIONS EXCEPTION FORM**

**Note:** Your bid may be rejected if you do not sign and submit this page.

Bid on materials or supplies with varying specifications may be considered by Albuquerque Public Schools. However, in the interest of fairness and sound business practice, it should not be the responsibility of APS to probe for information concerning items which you intend to furnish. Therefore, if your bid differs from the specifications, or if there are exemptions to any of the requirements, such information must be clearly stated in the space following. Failure to do so may result in forfeiture of bid bond, if applicable, or seller may be found in default.

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I do meet specifications:

\_\_\_\_\_  
Signature

I do not meet specifications:

\_\_\_\_\_  
Signature

**APPENDIX G**

**CONTRACTOR INFORMATION / SIGNATURE PAGE**

The Undersigned agrees to furnish products as required by the terms and conditions of this bid during the time period specified. **An authorized representative of the Company must sign all Bid Documents. Bids not signed will be considered as non-responsive and will be rejected.**

This page must be completed in full, signed, and returned with your Bid.  
**A completed and signed W9 must be attached to this form.**

Name of Company: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City, State Zip Code: \_\_\_\_\_

Main Company Telephone Number: \_\_\_\_\_

Mailing Address for Orders: \_\_\_\_\_

City, State Zip Code: \_\_\_\_\_

Telephone Number, Order Inquiries: \_\_\_\_\_

Fax Number, Orders: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

City, State Zip Code: \_\_\_\_\_

Telephone Number, Remittance: \_\_\_\_\_

Company Contact Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Type or Print Name above: \_\_\_\_\_

Company Contact Title: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Alternative Company Contact Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Type or Print Name above: \_\_\_\_\_

Alternative Contact Title: \_\_\_\_\_

Alternative Contact Telephone Number: \_\_\_\_\_

Alternative Contact Email Address: \_\_\_\_\_

**APPENDIX H**

**BID SUBMITTAL REQUIREMENTS AND CHECK LIST**

	<b>Documents</b>	<b>Form Submitted &amp; Signed Yes/No</b>
1.	Appendix A: Product, Ordering and Pricing Specifications	
2.	Appendix B: Resident, Resident Veterans Preference Certification, if applicable	
3.	Appendix C: Campaign Contribution Disclosure Form	
4.	Appendix D: New Mexico Employees Health Coverage Form	
5.	Appendix E: Conflict of Interest and Debarment Form	
6.	Appendix F: Specifications Exceptions Form	
7.	Appendix G: Contractor Information/Signature Page & W9	
8.	Appendix H: Bid Submittal Requirements & Check List	
9.	Proof of Liability Insurance, General Liability Insurance, and Auto Liability Insurance (See Paragraph 1.11)	
10.	Addendum(s), if applicable ( <b>E-mail replies are unacceptable in this case.</b> )	
11.	APS Terms and Conditions	

**Note: All appendices must have original signatures. Bids that do not contain all signed appendices will be considered non-responsive and may be rejected.**

**Bid Documents must be in a sealed envelope or package, with the following information clearly indicated on the exterior package label: Bid number, bidding company name, address, city, state, ZIP code, and the proposal due date and time.**

\_\_\_\_\_ (**Initial**) All Bid documents, as indicated in the Bid, are included. It has been verified that all pages are accounted for and numbered according to section, and that all forms are signed and placed in the bid submission in order.

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

\_\_\_\_\_  
Authorized Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ALBUQUERQUE PUBLIC SCHOOLS  
BOARD OF EDUCATION  
TERMS AND CONDITIONS**

**Preparation of Bids**

Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or typewritten. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. Bids must be submitted by the date and at, or prior to, the time specified for consideration. Late bids will not be accepted. All bids must be signed by an authorized representative of the company.

Paste provided bid label on your return bid package. Improper identification may result in premature opening of or failure to consider the bid. Bids must be submitted in a sealed envelope. Procurement law requires sealed bids. Therefore, APS cannot accept bids which are transmitted using facsimile equipment.

Albuquerque Public Schools holds a Class 9 Tax Exemption Certificate and is exempt from paying sales tax on tangible personal property. A non-taxable transaction certificate (NTTC) will be provided upon request. Services (including construction or materials that become part of a construction project) are not exempt. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all subcontractors to comply with same. Do not include tax in your bid price. Tax must be shown as a separate item on all invoices.

**General**

**Brand Names:** It is intended that bid specifications admit maximum competition. Brand names or model numbers, where used, are for reference as to standard of character, quality and/or operation and are not indicative of preference on the part of APS. Equal item(s) will be considered, provided the bid clearly describes the item by brand, model number, level of quality or any other appropriate criteria. Descriptive literature must be included for bid evaluation purposes. Include sample(s) if specifically requested. Failure to provide this information may disqualify your bid. Determination by APS as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated, it shall be understood that the bidder is quoting as specified.

**Qualifications of Bidders:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. APS reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy APS that the bidder is qualified to perform the obligation of the contract.

**Award**

Award(s) will be made to the low responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors.

APS reserves the right: (1) to award bids received on the basis of individual item(s), or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bid(s) and (4) to accept the bid(s) that is in the best interest of APS.

APS will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

New Mexico procurement law provides for a five percent (5 %) residential preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident contractor, whose bid is nearest to the low bid of the non-residential contractor, is made lower when multiplied by a factor of .95. This does not apply when federal funds are being used. Any New Mexico firm claiming preference will insert its residential reference number as issued by the NM State Taxation and Revenue Department in the appropriate space. Provision of the number and copy of the certificate will be the responsibility of the contractor.

Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest to the Albuquerque Public Schools Procurement Department. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

Bidders are informed that initial orders must be furnished at prices submitted. Albuquerque Public Schools reserves the right to make award(s) within (90) days after the date of bid opening unless bidder distinctly specifies that acceptance must be within a shorter time.

Time of delivery may be a consideration in bid award(s) and shall be defined as the number of calendar days following receipt of the order, either verbally or in writing until receipt of materials, supplies or services by APS.

**Packing, Shipping and Invoicing**

Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from bidder to APS at the F.O.B. point shown, subject to the right of APS to reject upon inspection. All bids must be F.O.B. destination.

The purchase order number, vendor's name and user's name and location shall be shown on each packing and delivery ticket, pack-age, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment.

Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Invoices must be accompanied by transportation receipts or facsimiles, if transportation is payable and charged as a separate item.

**Patent Indemnity**

Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, Seller shall indemnify and hold APS harmless from any cost, expense, damage or loss incurred in any manner by APS because of any such alleges infringement.

**Warranties**

Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to APS and are in addition to and do not limit any rights afforded to APS by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**Inspection**

Materials, supplies or services shall be furnished exactly as specified, free from all defects in workmanship, materials, and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified, APS may reject them, require the Seller to correct without charge or require delivery at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies or services and, in addition to any other costs for which the Seller may become liable to APS under other provisions in these terms and conditions, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS rights provided in this section.

**Assignment**

Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

**Non-discrimination**

Sellers doing business with APS must be in compliance with Federal Civil Rights Act of 1964 and Title VII of the Act. Rev. 1979.

**Changes**

APS may make changes within the general scope of this order by giving notice to the Seller and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by the Seller shall be recognized without written approval of APS. Any claim of Seller for any adjustment must be made in writing within thirty (30) days from date of receipt by Seller of notification of such change unless APS shall waive this condition. Nothing in this section shall excuse Seller from proceeding with performance of the order as changed hereunder.

**Kickback Statement**

The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

**Termination**

APS may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination (1) the unit or prorata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total order price.

APS may by written notice terminate this order for Seller's default in whole or in part, at any time, if Seller refuses or fails to comply, with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or service(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure item(s) or service(s) and except as may be otherwise provided, Seller shall be liable to APS for any excess costs occasioned thereby.

If after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the Seller, termination shall be deemed for the convenience of APS, unless APS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet required delivery schedule.

If APS determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion when promptly applied for in writing by the Seller. If such delay is due to failure of APS, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of order shall be subject to change under the Changes section. Sole remedy of Seller in event of delay by failure of APS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. 'Seller' is defined as the Seller and his sub-suppliers at any tier.

**Contingency**

Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**Other Applicable Laws**

Any provisions 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.

**Non-Collusion**

The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive bidding in connection with this solicitation and agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

Signature of Authorized Representative \_\_\_\_\_

Type or print name of above \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Area Code and Telephone No. \_\_\_\_\_

Contractor's License No: \_\_\_\_\_

(If Applicable)

Resident Certification No: \_\_\_\_\_

(If Applicable)

Veterans Preference No. \_\_\_\_\_

(If Applicable)

Fax No: \_\_\_\_\_

Email Address \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

Revised 6/91