ALBUQUERQUE PUBLIC SCHOOLS

PRICE AGREEMENT NO. 14876
AMENDMENT NO.

ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION
PO BOX 25704
ALBUQUERQUE, NEW MEXICO 87125
PHONE (505) 881-8415
FAX (505) 830-1161

VENDOR	SHIP TO
JB Henderson Construction 501 Eubank Blvd. SE Albuquerque, NM 87123	Maintenance & Operations 915 Locust St. SE Albuquerque, NM 87106
	ATTENTION OF: John Dufay, Karen Alarid

DATE	VENDOR CODE
08/30/2017	11309

The Procurement Code, Sections 13-1-28 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.

PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.

ITEMS, TERMS, & CONDITIONS

PRICE AGREEMENT

Plumbing Contractor – On Demand
Contract Term: 08/28/2017-08/27/2020
Per terms and conditions of: RPF 17-087MM-KV
Board Approved: 08/28/2017
Pricing Attached

SERVICES AND/OR GOODS TO BE PROVIDED: The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered "basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

MINIMUM AMOUNT: Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

QUOTES AND PAYMENT: The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. The invoice submitted for payment shall match the quote and shall note the purchase order number.

PRICING ESCALATION: Price escalation will be considered only at yearly observance of award and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.

Amendments: This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

Reason for Amendment:

Contact: Dorian Atwater Phone: 505-292-8955 Email: datwater@jbhenderson.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

8/30/17
Date

VENDOR AUTHORIZED SIGNATURE

8/30/17
Date

ALBUQUERQUE PUBLIC SCHOOLS (APS)
GENERAL TERMS AND CONDITIONS

1. **INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects 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 and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order 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's rights provided in this Paragraph.

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

3. **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.

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

5. **LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.

6. **TERMINATION AND DELAYS.** 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 pro rata 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 this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

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 items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, 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.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.

7. **AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order II246and II375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.

8. **INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.

9. **PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.

10. **DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.

11. **CONTINGENCY FEES.** 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.

12. **PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

13. **TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.

14. **TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.

15. **APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.

APPENDIX D

OFFEROR'S INFORMATION FORM

Date of Proposal: July 12, 2017

New Mexico State Contractor's License No. 7593

License Classifications: MM98, GB98, GS04, GA03

Resident Contractor's Preference Certificate No. MM98, GB98, GS04, GA03

Veteran Resident Contractor Preference Certificate No. L1170245584

Percent of preference qualified for: 5 L1170245584 (10%)

NOTE: Attach a copy of the valid certificate and documentation to validate percent preference.

NM DOL (Workforce Solutions) Certificate No. 002235620110429

Contractor's New Mexico Gross Receipts Tax No. 01-730915-008

Contractor's Federal Employee Identification No. 85-0200020

Proposal of (Company name): Jack B. Henderson Construction Co., Inc.

(Hereinafter called the "Offeror") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for various construction services on demand.

The undersigned Offeror's representative also acknowledges receipt of the following Addenda:

Addendum No: 1, dated 6.30.17, Addendum No: _____, dated _____

Addendum No: _____, dated _____, Addendum No: _____, dated _____

The Offeror understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities.

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: (Authorized Signature) _____ Date: July 7, 2017

By: (Same name, printed or typed) Dorian G. Atwater

Title: VP, Albuquerque Area Manager

Company: Jack B. Henderson Construction Company Inc.

Address: 501 Eubank Blvd. SE Phone: 505-292-8955

Zip: 87123

Fax: 505-294-2162 Email: dwater@jbhenderson.com

Affix Corporate Seal if proposal is by Corporation)

Contractor must quote labor for the 4 following labor classifications: Plumber/Pipefitter, Welder, Labor/General and Labor/Semi Skilled that are listed on the labor cost sheets. These wage rates will be used to evaluate the Proposal responses. **Please note: these wage rates submitted with the Proposal are not subject to the NM Department of Workforce Solutions wage rate tables. These wages are what the contractor pays their labor classifications for shop or union rates.** Failure to Proposal these four (4) rates will deem Proposal to non-responsive and will be rejected. Please feel free to include any other rates that you company may use on job site. Evaluation will be based on a comparison and verification of submitted information.

Shift work defined as extra compensation for working other than regular daytime hours may be allowed. This can occur if it becomes necessary to work, for example, a swing shift between 3:30 p.m. - midnight in order to complete a project during hours that the school is not normally open. In this event, hourly rates will be charged as indicated under "shift differential" on the pricing pages. In general, shift differential rates will be more than the regular straight time rate but less than the overtime rate.

Overtime/holiday rates will be allowable only in emergency situations and only with prior approval of the APS Project Manager or designee. Define in the provided space your company's policy on overtime payment (over 40 hrs., over 8 hrs., etc.)

Over 8 hours- JBH is signatory to local unions and must abide by stated contractual terms.

If your firm has an apprenticeship program, discuss the program you have. Said program must be registered with the State of New Mexico. Identify the number of periods and the percentages of journeyman rates which apply. Invoices will identify apprentices and bill at the quoted rates.

Below rates provided for Plumber Pipefitter Apprentices enrolled in the Local Union 412's Apprenticeship Training Program:

Period 1	(1.0)	53%
Period 2	(1.5)	56%
Period 3	(2.0)	62%
Period 4	(2.5)	66%
Period 5	(3.0)	69%
Period 6	(3.5)	73%
Period 7	(4.0)	86%
Period 8	(4.5)	89%
Period 9	(5.0)	93%
Period 10	(5.5)	96%

Contractor must quote labor for the 4 following labor classifications: Plumber/Pipefitter, Welder, Labor/General and Labor/Semi Skilled

LABOR RATES RESPONSE FORM (Projects Under $60,000.00)

Labor Rates	Plumber/Pipefitter #1	Welder #2	Labor #3	Semi-Skilled #4	Category Total (Items 1 thru 4)
Standard Wage Rate	$ 36.19	$ 36.19	$ 22.50	$21.26	$ 116.14
Overtime Hourly Rate	$ 54.28	$ 45.23	$ 33.75	$26.58	$ 159.84
Federal Unemployment	$ 0.03	$ 0.03	$ 0.03	$0.03	$ 0.12
Fringe Benefits	$ 1.07	$ 1.07	$ 0.38	$0.38	$ 2.90
General Liability	$ 0.30	$ 0.30	$ 0.19	$0.21	$ 1.00
Health & Wellness	$ 5.63	$ 5.63	$ 3.80	$3.80	$ 18.86
Holiday	$ 54.28	$ 45.23	$ 33.75	$26.58	$ 159.84
Overtime Hourly Rate	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A
Pension	$ 5.53	$ 5.53	$ 1.81	$1.81	$ 14.68
FICA	$ 2.21	$ 2.21	$ 1.38	$1.55	$ 7.35
State Unemployment	$ 1.19	$ 1.19	$ 1.19	$1.19	$ 4.76
Workers Compensation	$ 0.78	$ 0.78	$ 0.49	$0.55	$ 2.60
LABOR TOTAL	$ 161.49	$ 143.40	$ 99.27	$ 83.94	$ 488.10

The primary trades and uses for this proposal are referenced in the pricing section. **Offerors must submit labor pricing for in order to allow for cost analysis to be performed. Omission of any of the classifications will constitute a non-responsive offeror.**

LABOR RATES RESPONSE FORM (Projects Over $60,000.00):

Labor Rates	Plumber/Pipefitter #1	Welder #2	Labor Group I #3	Semi-Skilled #4	Category Total (Items 1 thru 4)
Standard Wage Rate	$ 36.19	$ 36.19	$ 22.50	$ 21.26	$ 116.14
Prevailing Wage Rate	$ 28.87	$ 28.87	$ 17.71	$ 19.94	$ 95.39
Overtime Hourly Rate	$ 54.28	$ 45.23	$ 33.75	$ 26.58	$ 159.84
Federal Unemployment	$ 0.03	$ 0.03	$ 0.03	$ 0.03	$ 0.12
Fringe Benefits	$ 1.07	$ 1.07	$ 0.38	$ 0.38	$ 2.90
General Liability	$ 0.30	$ 0.30	$ 0.19	$ 0.21	$ 1.00
Health & Wellness	$ 5.63	$ 5.63	$ 3.80	$ 3.80	$ 18.86
Holiday	$ 54.28	$ 45.23	$ 33.75	$ 26.58	$ 159.84
Overtime Hourly Rate	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A
Pension	$ 5.53	$ 5.53	$ 1.81	$ 1.81	$ 14.68
FICA	$ 2.21	$ 2.21	$ 1.38	$ 1.55	$ 7.35
State Unemployment	$ 1.19	$ 1.19	$ 1.19	$ 1.19	$ 4.76
Workers Compensation	$ .78	$ .78	$ .49	$ .55	$ 2.60
LABOR TOTAL	$ 190.36	$ 172.27	$ 116.98	$ 103.88	$ 583.49

The primary trades and uses for this proposal are referenced in the pricing section. **Offerors must submit labor pricing for in order to allow for cost analysis to be performed. Omission of any of the classifications will constitute a non-responsive offeror.**

A. FIXED FEE

Note: NM State Procurement Code NMSA 1978, Paragraph 13-1-149 states that the **use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance.**
Contractor/Successful Offeror shall provide a fixed fee table in the boxes below.

The values in the table shall be used in the contractor's project estimates where materials purchased and subcontractors are used and shall be provided prior to starting a project. The contractor will be allowed to add the fixed fee upon submittal of material quotes, quotes for rentals and subcontracting services. Once the project is complete, if the project is over or under the estimated values for subcontractor costs, parts and materials and rental equipment other than priced items quoted above, the contractor is still entitled to the administration fixed fee. Contractor shall only invoice for the fixed fee on the final invoice for the project. If the project scope of work changes, the fixed fee shall be re-established again using the table of values below. The cost of subcontractors (in aggregate) used on any project shall not exceed 15% of the total project cost. **NOTE: Copies of source documents for material costs, rental expenses or subcontractor expenses shall be required to verify the calculation of fixed fees.**

	Dollar Amount Estimated on subcontractor and material Costs			Fixed Fee (Expressed in Dollar Amount on the estimate for a project)
1	$1.00	-	$100.00	$ 20
2	$101.00	-	$200.00	$ 20
3	$201.00	-	$300.00	$ 30
4	$301.00	-	$400.00	$ 40
5	$401.00	-	$500.00	$ 50

TOTAL FIXED FEE TOTAL FOR ITEMS 1-5 - $ 160.00
The fixed feed total for items 1-5 shall be carried forward to Page 66)

Please note the district reserves the right to negotiate actual fixed fee amounts on a project per project basis as it deems necessary.

PRICING SUMMARY FOR SCORING COMPUTATION

TOTAL FOR FIXED FEE CALCULATION ITEMS 1-5 (See page 65),

$ 160.00

TOTAL HOURLY LABOR HOURLY RATES UNDER $60,000.00 (See page 63).

$ 488.10

GRAND TOTAL FIXED & LABOR: $ 648.10

PARTS/MATERIALS/EQUIPMENT PRICING

Plumbing Parts: Due to the variety of parts price lists available for this commodity and the need for auditor track able charges, APS pricing for parts etc. are to be furnished by the contractor, the pricing will be based on a *fixed-fee reimbursement* amount above the contractor's invoice for the particular piece of equipment, part, or component. Note that the basic hourly labor wage is to include, through the general overhead category, incidental items for performing labor (such as tools, tape, wiring, small fittings, etc.). All parts similar items shall be itemized and priced separately. The contractor shall submit with this Proposal the *fixed-fee reimbursement* amount that shall be added to the cost of materials, that he will offer to APS for all parts, devices, components, or equipment units that may be furnished under this contract. The contractor may not list separate *fixed-fee reimbursement* amounts for different categories of parts, controls, or component devices as the spend benchmark for fixed fee reimbursement amount is for each one-hundred dollar spent on materials.

Parts will be provided at contractor's cost, plus quoted fixed fee. Parts over $50.00 will require documentation attached to invoices clearly indicating contractor's actual cost plus fixed fee. Contractor shall also be prepared to substantiate charges of items under $50.00 should audit require verification.

You may not offer a cost (i.e. invoice) plus percentage (mark-up) arrangement as it is prohibited by the State of New Mexico Procurement Code (Article 13-1-149). However, for billable supplies and equipment, not provided by APS, required to provide repair and related services for Plumbing Services, *contractor may offer a cost (of invoice) plus a fixed-fee reimbursement amount arrangement.*

For this contract, a spend benchmark range of $0.01 to $100.00 has been established for contractor to derive to such fixed-fee. APS understands that prices of parts/materials may fluctuate, but this fixed-fee reimbursement amount will remain firm for the duration of the contract.

The fixed-fee reimbursement amount established will be applied to invoices in fixed, incremental, one-hundred dollar ranges. As required, this fixed-fee amount is to be listed on a separate line item of the final invoice to APS (see example on page 14).

*** The minimum threshold amount set to apply the fixed-fee reimbursement amount is $50.01. Materials totaling $50.00 and under will be billed to APS as a "pass-through" charge with no fixed-fee reimbursement amount added.** A copy of the original invoice, reflecting all discounts, proof of contractor's cost, etc. (no MSRPs, TRA-SER, et al – only contractor's proof of purchase will be accepted for reimbursement) for parts / materials will be required and must be attached to the final contractor's invoice to APS for compliance and payment. Parts over $50.00 will require documentation attached to invoices clearly indicating manufacturer's list price. Contractor shall also be prepared to substantiate charges of items under $50.00 should audit require verification.

Although this contract is being Proposal on behalf of APS, vendor agrees to extend pricing to all New Mexico publicly funded entities in the event of requirements that can be adapted to the specified items awarded.

Parts:
Costs to Contractor (Invoice)
Fixed Fee (CFF) See Section A. Fixed Fee

Define your pricing structure/approach for plumbing parts:

JBH will utilize vendor pricing and apply fixed fee

Materials and Equipment will be provided at contractor's Cost, plus a Fixed Fee (CFF). CFF means contractor is reimbursed for allowable costs plus a negotiated fixed fee. The Offeror does have the option of providing a fixed fee. The intent of this element is to establish a Fixed Fee amount that will cover overhead and G&A expenses plus Fee/Profit. The Fixed Fee will become an item on the contractors invoice. Note that any materials and equipment will be shown at cost to APS and shall not include markup for administrative, cost of money or other add on costs. Materials over $50.00 will require documentation attached to invoices clearly indicating contractor's actual cost plus Fixed Fee. Contractor shall also be prepared to substantiate charges of items under $50.00 should audit require verification.

Ancillary materials shall include cement, duct tape, mater cans and similar. Such items shall be priced according "Materials: Cost+ Fixed Fee Percentage" below. This will be the basis for ancillary materials charges on any contract issued as a result of this solicitation, and successful Offeror will provide back-up documentation with all invoices. Submission of a Proposal shall be indication that Offeror agrees to this provision. . Note that zero percent (0%) fixed fee- is a valid quote for either materials or equipment rental. The fixed fee will remain constant throughout contract.

Materials:
Costs to Contractor
Fixed Fee (CFF) See Section A. Fixed Fee

Company Owned Equipment: Attach a copy of your equipment inventory, if applicable, and quote a price per hour, day, and week for use of the equipment on APS projects.

Rental equipment will be provided at contractor's cost, plus fixed fee percentage. All charges over $40.00 will require documentation attached to invoices clearly indicating contractor's actual cost plus quoted fixed fee. Contractor shall also be prepared to substantiate charges of items under $40.00 should audit require verification. Note that zero percent (0%) fixed fee- is a valid quote for either materials or equipment rental.

Equipment Rentals:
Cost to Contractor
Fixed Fee (CFF) See Section A. Fixed Fee

In the event of items which may have been omitted in this "market-basket" approach and wherein APS has need of product, APS reserves the right to negotiate a pricing structure with the successful contractor at any time during the life of the contract.

Please indicate if your company has computerization which APS can access for the above process. APS will not award based upon computer capabilities but will take advantage of such technology if it is available at a reasonable cost.

JBH utilizes both RS Means and Gordian Cost Books

Because of the volume of work, APS reserves the right to make **multiple awards** to insure adequate coverage of service/or in the best interest of the District.

REFERENCES:

Provide at least three (3) non APS current references on accounts in the Albuquerque region for which you have completed projects of this type. Contact name, address and telephone number are required. APS reserves the right to visit the project site and observe actual conditions given the permission of the reference.

Rick Henrard, University of NM, 505.277.2236

Devin Demenno, Sandia National Laboratories, 505.284.5810

Ian Schultz, State of New Mexico, 505. 819.8963

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we J.B. Henderson Construction Co., Inc.
(Here insert full name and address or legal title of Contractor)
P.O. Box 53176, Albuquerque, New Mexico 87153

as Principal, hereinafter called the Principal, and Western Surety Company
(Here insert full name and address or legal title of Surety)
333S. Wabash Avenue, Chicago, Illinois 60604

a corporation duly organized under the laws of the State of South Dakota,
as Surety, hereinafter called the Surety, are held and firmly bound unto Albuquerque Public Schools
(Here insert full name and address or legal title of Owner)
912 Oak Street SE

as Obligee, hereinafter called the Obligee, in the sum of Albq, NM 87106
Five Per-Cent (5%) of Amount Bid

Dollars ($),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP#17-087MM-KV
(Here insert full name, address and description of project)

Plumbing Contractor On Demand

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of July 2017

J.B. Henderson Construction Co., Inc.

Melissa M. Gomez (Witness)

(Principal) (Seal)

John M. Stroud (Title) President

Western Surety Company

Carla Carter (Witness)

(Surety) (Seal)

Tracy L. Duran, Attorney-In-Fact (Title)

AGENT'S AFFIDAVIT

THIS FORM MUST BE USED BY SURETY

(To be filled in by Agent.)

STATE OF New Mexico)

) ss.

COUNTY OF Bernalillo)

Tracy L. Duran, being first duly sworn, deposes and says that he/she is the duly appointed agent for Western Surety Company

and is licensed in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the State of New Mexico in connection with the construction of Plumbing Contractor On Demand

dated the 11th day of July, 2017 executed by J.B. Henderson Construction Co., Inc. Contractor, as principal, and, Western Surety Company as surety, signed by this Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

Subscribed and sworn to before me this 11th day of July, 2017,

Notary Public

My Commission expires: 3/25/2018

OFFICIAL SEAL
VERONICA GILBERT
Notary Public
State of New Mexico
My Commission Expires 3/25/18

AGENT'S ADDRESS:

2116 Vista Oeste NW Bldg. 5

Albuquerque, New Mexico 87120

Telephone: 505 923 9922

BOND REVIEW AND APPROVAL FORM

THIS FORM MUST BE ATTACHED TO BOND

REVIEW AND APPROVAL:

This Bond has been executed by a Surety named in the current list of "companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

APPROVED:

_____ Date: _____

Owner's Representative or Governing Authority

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark M Menicucci, Tracy L Duran, Brian M Menicucci, Kevin Menicucci, Individually

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of March, 2014.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 26th day of March, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of JULY 2017.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

HENDERSON CONSTRUCTION

Jack B. Henderson Owned Equipment Rates

Description	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate
Air Compressor, Towable, 175-195 CFM		$35	$100	$350
Tamper, Jumping Jack		$50	$150	$450
Tamper, Plate		$30	$90	$270
ATV/Utility Vehicle, 2x4			$150	$275
ATV/Utility Vehicle, 4x4			$160	$450
Golf Cart			$150	$275
Backhoe/Loader, 75hp, 4x4		$75	$325	$850
Crane/All-Terrain		$200	$750	$2,000
Skid Steer, w/Bucket		$75	$200	$500
Dump Truck, 5 yd		$100	$350	$1,050
Freightliner, Flatbed, w/Gooseneck		$75	$330	$1,000
Freightliner Truck, Flatbed		$65	$300	$950
Lift Gate Truck		$50	$150	$450
Semi Truck		$50	$525	$1,700
Semi Truck, w/Trailer		$100	$600	$2,000
Forklift, Reachfork, All-Terrain, 8,000-lb			$400	$850
Forklift, Reachfork, All-Terrain, 10,000-lb			$600	$1,300
Forklift, Reachfork, Straight Mass, 22,000-lb			$600	$2,000
Forklift, Warehouse, 5,000-lb			$200	$450
Scissorlift, JBH, Small Genie, (includes 1530 & 1930)		$35	$75	$150
Pipe Threader, Rigid 300		$80	$310	$900
Cage Trailer, SMTL		$15	$50	$160
Connex – any size				$100
Gooseneck – small		$20	$70	$320
Gooseneck, 30 '		$30	$130	$400
Office Trailer – Small				$100
Office Trailer – Large				$180
Semi Box Trailer				$150
Semi Flatbed Trailer		$20	$80	$320
Utility Trailer, Small 12' or less		$10	$35	$100
Utility Trailer, Large, 13' +		$15	$50	$160
Water Buffalo Trailer		$35	$150	$450
Cutter/Facer, George Fisher R-4 (Cits & Faces 4'6" Pipe)			$85	$200
Welder, IR63 PVDF			$450	$1, 050
Welder, IR225PVDF			$650	$1,500
Welder, JBH, Gas		$30	$125	$300

Additional equipment and rates available upon request. Above list is a condensed version of all JBH owned equipment, filtered by equipment that may be used on this contract.

Mailing Address: PO Box 53176 Albuquerque, NM 87153-3176

Corporate Office	*Albuquerque Office*	*Los Alamos Office*	*Rio Rancho Office*	*Arizona Office*
501 Eubank Blvd.	10100 Trumbull Ave.	1285 Trinity Drive, A&B	1549 Stephanie Road	1675 N. Delaware St.
Albuquerque, NM 87123	Albuquerque, NM 87123	Los Alamos, NM 87544	Rio Rancho, NM 87124	Chandler, AZ 85225
505.292.8955	505.292.8955	505.662.1910	505.897.4231	480.682.7698
Fax 505.294.2162	Fax 505.299.6212	Fax 505.662.1913	Fax 505.897.4293	Fax 480.722.1930

www.jbhenderson.com

Menicucci
Insurance Agency
2116 Vista Oeste NW, Bldg 5 • Albuquerque, NM 87120
505-883-3683 • www.mianm.com

June 30, 2017

Re: JACK B HENDERSON CONSTRUCTION CO., INC.
RFP #17-087MM-KV Plumbing Contractor On Call

To Whom It May Concern:

We are very proud to represent the surety needs of JACK B. HENDERSON CONSTRUCTION CO., INC. JBH's record, historical performance and integrity are irreproachable.

This firm enjoys an outstanding relationship with their surety, the C N A family of companies including Continental Casualty and Western Surety Company, both a part of C N A Insurance Companies. Continental's current treasury listing capacity is $765,476,000. In the past, CNA has favorably considered bond requests in the $75,000,000. single job and $150,000,000. aggregate program range with currently 90% available, higher limits are available upon request. JBH's current bond rate is less than 1%.

The professionalism displayed by this firm is well known and has become a trademark of their company. JBH has enjoyed an excellent growth pattern in the past twenty years. They have earned an excellent reputation for quality workmanship and timely completion of their projects.

The execution of performance and payment bonds would be based on a favorable review of the contract documents and underwriting requirements at the time of the bond request.

Should you require any additional information regarding JACK B. HENDERSON CONSTRUCTION CO., INC., please do not hesitate to contact us directly.

Sincerely,

Tracy L. Duran, CRIS
Bond Manager

Notarized this 30th day of June, 2017

OFFICIAL SEAL
VERONICA GILBERT
Notary Public
State of New Mexico
My Commission Expires 3/25/18

JACKBHE-01 JBAUER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Menicucci Insurance Agency LLC
2116 Vista Oeste NW, Bldg 5
Albuquerque, NM 87120

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 883-3683 FAX (A/C, No): (505) 883-2827
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	25623
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : Farmington Casualty Company	41483
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Jack B. Henderson Construction Co., Inc.
JB Henderson Construction Co., Inc.
PO Box 53176
Albuquerque, NM 87153-3176

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			DTCO8E731180PHX15	08/01/2015	08/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			DT8108E731180TIL15	08/01/2015	08/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			DTSMCUP8E731180TIL15	08/01/2015	08/01/2016	EACH OCCURRENCE	$ 6,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 6,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			DTFUB8E73118015	08/01/2015	08/01/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LIMITS OF LIABILITY SHOWN ARE THOSE IN EFFECT AT POLICY INCEPTION
WORKERS COMPENSATION COVERS ALL STATES EXCEPT ND, OH, WA, WY & NM

RE: Agreement No. 14067; Various APS Projects

CERTIFICATE HOLDER

Albuquerque Public Schools
PO Box 25704
Albuquerque, NM 87125

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mark A. Menicucci

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-520-795-8511
THE MAHONEY GROUP - TUCSON
5330 N. LA CHOLLA BLVD
TUCSON, AZ 85741-3815
Drew Newton

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: MIDWEST EMPLOYERS CAS CO	23612
INSURER B: MCA OF NM GROUP FUND	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
JACK B HENDERSON CONSTRUCTION
PO BOX 53176
ALBUQUERQUE , NM 87153-3176

COVERAGES **CERTIFICATE NUMBER:** 47170624 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWC007465	01/01/16	01/01/18	X WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	WC & EL			305206	01/01/16	01/01/18		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
**$500,000 SIR Per Occurrance Workers' Compensation and Employers Liability Policy Holder is Mechanical Contractors Association of NM Group Fund.

14508 - Various APS Sites

CERTIFICATE HOLDER

ABQ PUBLIC SCHOOLS
915 OAK ST. SE
ALBUQUERQUE, NM 87106
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Newton

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STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **J B HENDERSON CONSTR**

DBA: **J B HENDERSON CONSTR**
501 EUBANK BLVD SE
ALBUQUERQUE, NM 87123-3332

Expires: **09-Dec-2017**

Certificate Number:

L1170245584

Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP NO. 17-087MM-KV
Plumbing Contractor – On Demand

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(s) 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(s) or influence the award(s) 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(s) 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

7/6/17
Date

VP, Alb. Area Manager
Title (Position)

APPENDIX B

CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM
RFP NO. 17-087MM-KV
Plumbing Contractor – On Demand

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(s) 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): Dorian G. Atwater

Title: VP, Albuquerque Area Manager

Date: July 12, 2017

Name of Company (typed or printed): July 12, 2017

Address: 501 Eubank Blvd. SE

City/State/Zip: Albuquerque/NM/87123

Telephone: 505.292.8955

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Jack B. Henderson Construction Company, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
501 Eubank Blvd. SE

Requester's name and address (optional)

6 City, state, and ZIP code
Albuquerque, NM 87123

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
8 5 - 0 2 0 0 0 2 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/24/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

HENDERSON, JACK B. CONSTRUCTION CO. INC.

LICENSE NUMBER

7593

EXPIRES

08/31/2018

Qualifying Party(S)

HENDERSON MARK
STROUD JOHN M
STROUD JOHN M

CLASSIFICATION(S)

GA03, GB98, GS04, MM98

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

ALBUQUERQUE PUBLIC SCHOOLS
PROCUREMENT DEPARTMENT

June 30, 2017

ADDENDA #1

RFP # 17-087MM-KV

Project: Plumbing Services On Demand Contractor

RFP Submittal Deadline: July 11, 2017 @ 2:00 p.m. local time
Albuquerque Public Schools
Offsite Procurement Office
Attn: Michael Madrid, CPPB - Construction Buyer
Lincoln Complex, Building M, Room M174
912 Oak Street, SE
Albuquerque, NM 87106

Revisions:

- The **Price** table that's referenced on page 62 of the RFP shall be replaced with the following:

Contractor must quote labor for the 4 following labor classifications: Plumber/Pipefitter, Welder, Labor/General and Labor/Semi Skilled

LABOR RATES RESPONSE FORM (Projects Under $60,000.00)

Labor Rates	Plumber/Pipefitter #1	Welder #2	Labor #3	Semi-Skilled #4	Category Total (Items 1 thru 4)
Standard Wage Rate	$ 36.19	$ 36.19	$ 22.50	$ 21.26	$ 116.14
Overtime Hourly Rate	$ 54.28	$ 45.23	$ 33.75	$ 26.58	$ 159.84
Federal Unemployment	$ 0.03	$ 0.03	$ 0.03	$ 0.03	$ 0.12
Fringe Benefits	$ 1.07	$ 1.07	$ 0.38	$ 0.38	$ 2.90
General Liability	$ 0.30	$ 0.30	$ 0.19	$ 0.21	$ 1.00
Health & Wellness	$ 5.63	$ 5.63	$ 3.80	$ 3.80	$ 18.86
Holiday	$ 54.28	$ 45.23	$ 33.75	$ 26.58	$ 159.84
Pension	$ 5.53	$ 5.53	$ 1.81	$ 1.81	$ 14.68
FICA	$ 2.21	$ 2.21	$ 1.38	$ 1.55	$ 7.35
State Unemployment	$ 1.19	$ 1.19	$ 1.19	$ 1.19	$ 4.76
Workers Compensation	$ 0.78	$ 0.78	$ 0.49	$ .55	$ 2.60
LABOR TOTAL	$ 161.49	$ 143.40	$ 99.27	$ 83.94	$ 488.10

The primary trades and uses for this proposal are referenced in the pricing section. **Offerors must submit labor pricing for in order to allow for cost analysis to be performed. Omission of any of the classifications will constitute a non-responsive offeror.**

Attachments:

- Mandatory Pre-proposal attendance roster.

NOTE: Your acknowledgement of this Addenda #1 shall be provided with your response.

Thank you for your interest in Albuquerque Public Schools.

ACKNOWLEDGE ADDENDUM WITH RFP:

Jack B. Henderson Construction Company Inc.

COMPANY/FIRM NAME

SIGNATURE

July 11, 2017

DATE