



**CITY OF  
GALLUP**

City of Gallup, New Mexico  
Purchasing Division  
P.O. Box 1270  
Gallup, New Mexico 87305-1270  
Office: (505) 863-1232  
Fax: (505) 722-5133  
*gallupnm.gov/purchasing*

**INVITATION TO BID  
FORMAL BID NO NO. 1513**

**POLICE (SUV) VEHICLES**

**ISSUE DATE: August 1, 2015**  
**BID OPENING DATE: August 17, 2015**  
**BID OPENING TIME: 2:00 p.m. Local Time**

**Vendor Name:**

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

\_\_\_\_\_  
\_\_\_\_\_

**Notes:**

**Payment Terms: Net 30, unless otherwise stated**

**Quantities may be increased or decreased  
within reasonable amounts**

**F.O.B. Point : Destination**

ACKNOWLEDGMENT OF RECEIPT OF BID

Formal Bid No. 1513

In acknowledgment of receipt of this Formal Bid the undersigned agrees that they have received a complete copy of the bid consisting of 14 pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on August 10, 2015. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all written questions and the City's written responses to those questions, as well as copies of Amendments, if any are issued.**

FIRM: **DOES** **DOES NOT** (Circle one) intend to respond to this Formal Bid.

FIRM NAME: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

The above name and address will be used for all correspondence related to this Formal Bid.

Return this form to: City of Gallup Purchasing Department  
Frances Rodriguez  
P.O. Box 1270  
Gallup, New Mexico 87305  
(505) 863-1334  
(505) 722-5133 Fax  
Email: [frdriguez@gallupnm.gov](mailto:frdriguez@gallupnm.gov)

Please return this form by **August 10, 2015**

## GENERAL CONDITIONS

**SEALED BIDS:** All bids must be submitted in a sealed envelope and shall not be opened and considered if they are not received at the City of Gallup Purchasing Department, Municipal Building, 110 West Aztec, Gallup, New Mexico 87301 (mailing address: City of Gallup Purchasing Department; Municipal Building; P.O. Box 1270; Gallup, New Mexico 87305) prior to the time specified for the Bid Opening. All sealed bids must be submitted on the Bid Document Originals or Forms, or reasonable facsimile, furnished by the City of Gallup. All bids must be signed by a responsible and authorized person for the bidding firm. Each bidder must also fill-in areas for Delivery Date and Payment Terms; failure to do so may result in disqualification of their respective bid. NOTE: Fax or electronically transmitted Bids are NOT accepted on the City of Gallup **Formal Bids**. Bids submitted after the Bid Opening date and time will not be considered and will be returned unopened. Bids will be opened in the Purchasing Department Conference Room.

### Physical Address

City of Gallup Municipal Building  
Purchasing Department  
110 West Aztec  
Gallup, NM 87301

### Mailing Address

City of Gallup Municipal Building  
Purchasing Department  
P.O. Box 1270  
Gallup, NM 87305

**BID OPENING DATE AND TIME:** Bids shall be received until **August 17, 2015** at 2:00 P.M. Local Time

**MAILING:** Bidder to utilize the City's self-addressed label on their return mailing envelope or package. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note bid number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the Bid is misplaced or lost by the City.

**Please return two sets of the Invitation to Bid packages to the Purchasing Department, the original and a photo copy.**

**SPECIFICATIONS:** Specifications, as included in this Bid, are intended to indicate the requirements of the City of Gallup and give an accurate description of minimum standards acceptable. All items equal or equivalent to these requirements and standards will be considered, except where otherwise noted.

**MINOR MODIFICATIONS, DEVIATIONS OR IRREGULARITIES:** The City reserves the right to accept **minor** modifications to or deviations from any specification, except where otherwise noted, as long as the proposed material meets the intent of the specifications. The City will be the sole entity to determine the acceptance or non-acceptance of any such modifications or deviations.

**EQUIVALENTS:** Equals or equivalents to these specifications will be considered provided Bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications, unless the specifications state that no substitutions or equivalents are allowed. Failure to submit sufficient data/literature to allow a thorough evaluation of your bid may be cause for rejection of your bid. Therefore, include copies of all pertinent data, specifications, or descriptive literature. The City will be the sole entity to determine the acceptance or non-acceptance of any modifications or deviations.

**BRAND NAMES:** Where a product or brand name is indicated in the specifications, it shall mean

"minimum acceptable level or minimum quality required" by the City unless the specifications state that no substitutions or equivalents are allowed. If the Bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data and literature provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.

Bidders must state the brand name and model being bid and provide proof that the merchandise bid is **equal or equivalent** to the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule.

**NEW EQUIPMENT:** All equipment must be new and the latest in production with parts and service readily available. Equipment or goods classified as prototype or experimental, or a similar classification, shall not be acceptable.

**FORMS COMPLETION:** Bidders to indicate compliance or exception to specifications. Exceptions to the specifications shall be listed and fully explained on a separate page entitled Aexceptions to specifications. The exceptions shall refer to the specification page and paragraph number the nature of each exception should be described in as much detail as necessary. Failure to do so may be reason to reject your bid.

**SUBMITTALS:** Each Bidder is requested to submit printed literature and specification sheets that fully describe the material they propose to furnish the City when the material offered is different from that specified on the bid. Failure to submit sufficient data/submittals/literature upon request to allow a thorough evaluation of your bid may be cause for rejection of your bid. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Gallup.

**COMPETENCY OF BIDDER:** Bids will be considered only from firms which are regularly engaged in providing the type of materials described in the bid and who can provide evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate City staff.

**NON-CONFORMING MATERIAL:** If the City of Gallup issues a Purchase Order and upon receipt the material does not meet the specifications, the City will return the material freight collect, and at its option cancel the order and recover from the vendor any damages suffered.

**SUBSTITUTIONS:** Any material substituted from that originally bid shall have the prior approval of the City before shipping to the City. If a Purchase Order is issued and upon receipt the material does not meet specifications, the City will return the material freight collect, and may at its option cancel the order.

**AUTHORIZED DEALER:** All Bidders shall be a manufacturers and /or factory authorized dealer who is regularly engaged in the business of providing the type of equipment described in the bid documents.

**DELAYED DELIVERY:** Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Central Purchasing office, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

**BILLING:** All goods or services must be billed to the City of Gallup and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with your quotation, notify the Purchasing Department immediately.

**F.O.B. POINT:** All material shall be quoted F.O.B. **DESTINATION**, Freight Prepaid and Allowed. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bid as Non-Responsive. All price(s) bid shall be freight prepaid and included in the price. The City will not pay separately stated freight charges. City of Gallup Ordinances and State Law do not permit the City to own tangible goods prior to receipt of said goods, or payment for services until services have been rendered.

**PAYMENT OR ACCEPTANCE NOT CONCLUSIVE:** Vendor will supply the City with invoice for payment. No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the City, nor conclusive, should it subsequently develop the Bidder has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the City shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

**PRICE TERMS:** Bidder agrees that the prices bid shall remain in effect for 45 days from the date of the Bid Opening and subject to acceptance by the City of Gallup within that period. Acceptance period may be extended with the mutual agreement of the City and the Bidder.

**TAXES:** The Bid total shall **exclude** all applicable taxes. The city will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment. The City is non-taxable on tangible goods and will issue Non Taxable Transaction Certificates (NTTC) on request.

**PURCHASE ORDER REQUIRED:** No material may be shipped without a valid City of Gallup Purchase Order.

**CANCELLATION:** The City reserves the right to cancel any contract resulting from this request for convenience by giving written notice to the vendor. The City shall be liable to the vendor for any services provided or material ordered and accepted prior to termination.

If the vendor fails to fulfill any obligation resulting from this contract in a timely and responsive manner, or if the vendor violates any of the terms of this contract, the City shall have the right to cancel the contract by giving written notice of cancellation to the vendor and recover from the vendor any damages resulting from vendor's failure to perform.

**NON-DISCRIMINATION:** The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with with all Federal, State and Local Laws and Ordinances regarding employment practices and the A.D.A. requirements.

**LOCAL AND RESIDENT PREFERENCE:** In accordance with City Ordinance, a local preference may be

afforded a bidder who qualifies as a City of Gallup resident business as defined by the City of Gallup Procurement Ordinance. Preference factors can be accessed at:

<http://www.sterlingcodifiers.com/NM/Gallup/index.htm>

The State of New Mexico and the City of Gallup also grant a preference for qualified New Mexico Resident Businesses or Resident Veterans Businesses certified by the State of New Mexico Department of Taxation and Revenue, in accordance with Sections 13-1-21 to 13-1-22 NMSA 1978 . **You must furnish a copy of your State of New Mexico Resident Business or Resident Veterans Business Certificate with your bid to be considered for the in-state preference.** For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to: [www.tax.newmexico.gov](http://www.tax.newmexico.gov) , select “BUSINESSES” and click on “IN-STATE PREFERENCE CERTIFICATION” located under “POPULAR INFORMATION” caption”.

The applicable City of Gallup Resident Business preference or State of New Mexico Resident Business or Resident Veteran’s Business Preference will be factored into bid prices where applicable. However, the preferences are not cumulative and bidders will only be entitled to receive one preference.

**UNIT PRICES:** Typographical errors, errors in extending unit prices, arithmetic errors or errors clearly evident on the face of the bid document may be corrected in accordance with the Procurement Ordinance and Procurement Regulations. Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices as unit prices cannot be corrected.

**APPROPRIATIONS:** The terms of this Agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**PROCUREMENT CODE:** The City of Gallup and State of New Mexico Procurement Code shall apply.

**AMENDMENTS:** If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, offerors are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the purchasing office to all bidders of record. For a determination as to whether any representation made requires that an amendment be issued, contact the purchasing office.

**DEBARMENT:** By submitting this bid/proposal, the bidder/proposer warrants and certifies that he is eligible to submit a bid/proposal because he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

**GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

**PROTESTS:** Any bidder or offeror who is aggrieved in connection with any phase of a solicitation or

award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto. The protest must include the grounds for the protest and any supporting documentation, and the relief requested.

**AWARD:** The award, if made, shall be made to the lowest responsible Bidder submitting a responsive Bid that is most advantageous to the public.

The City reserves the right to cancel the bid, reject any or all Bids in whole or in part, to waive technicalities and to accept the proposal it deems to be in the best interests of the City. Bids may be rejected for, among other reasons:

- Bids containing any irregularities.
- Unbalanced value of any items.
- Reason for believing collusion exists among the Bidders.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract; or within the past three years been formally debarred in the State of New Mexico or any other jurisdiction; or whose license has been suspended or revoked by the appropriate licensing authority
- Lack of responsibility as may be revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

The City may make such investigations it deems necessary to determine the ability of the BIDDER to perform the services and/or supply the items of tangible personal property specified herein. BIDDER shall, within the time specified, furnish to the City all such information and data as the City may request.

**PROCUREMENT CODE VIOLATIONS:** The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

THE CITY OF GALLUP RESERVES THE RIGHT TO CANCEL THE BID, OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, TO WAIVE MINOR IRREGULARITIES OR TECHNICALITIES IN THE BID, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY.

## SUPPLEMENTAL TERMS AND CONDITIONS

**ELECTRONIC COMMUNICATIONS:** Communications regarding this procurement, including issuance of any amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or other electronic means are not acceptable as noted in the General Conditions.

**PROMPT PAYMENT DISCOUNTS:** Except in the case of tie bids, prompt payment discounts shall not be considered in computing the low bid. Such discounts may be considered after award of the contract.

**ACKNOWLEDGMENT OF RECEIPT OF BID:** The Acknowledgment of Receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on August 10, 2015. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all written questions and the City's written responses to those questions as well as copies of Amendments, if any are issued.**

**STANDARD EQUIPMENT:** All equipment and parts which are considered standard by the manufacturer and are required for a complete unit will be furnished and shall not be excluded for the reason that they were not specified in the Bid.

**PARTS AND SERVICE MANUALS:** Successful Bidder shall furnish the City of Gallup two (2) parts and two (2) service manuals at the time unit is delivered to the City.

**CONDITION ON DELIVERY:** Unit shall be delivered to the City of Gallup completely serviced and ready to use. All fluid reservoirs shall be filled to capacity or to manufacturer' recommended operating level. Unit shall be delivered with a full tank of fuel.

**WARRANTY:** Dealers and manufacturers warranty shall be specified with the bidder's proposal. Further, Offeror agrees that all manufacturer's warranties, including warranties for any additional equipment or accessories, shall insure to the benefit of the City and all rights and remedies provided in such warranties shall extend to the City.

**WARRANTY REPAIRS:** Successful bidder shall provide, or arrange to provide for a repair facility near Gallup, NM, where factory authorized warranty service on unit will be honored, including any additional equipment or components not normally supplied by bidder, or shall agree to transport the unit to a repair facility and return the same, at no expense to the City of Gallup. Vendor shall endeavor to complete all repairs or maintenance under warranty within five (5) working days, unless parts availability requires a longer time, in which case the Fleet Manager for the City shall be notified.

The Bidder should identify the place of business closest to Gallup, New Mexico, where the factory authorized warranty service will be honored.

**REPAIR AND DOWNTIME, NON-WARRANTY:** The successful Bidder shall provide, or arrange to provide a service facility employing trained service representatives to service the vehicle (this may be done on a subcontract basis) within a **ten mile radius** of the City of Gallup. Service shall be provided to the City of Gallup on a priority basis.

The bidder shall identify the service provider, if other than the Bidder, where the vehicle manufacturer's service criteria will be honored.

**COMPLETE UNIT:** When additional equipment (components) are required to complete a bid package which is not normally supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the bidder.



**COMPLIANCE:** Vehicles shall comply with State Statute *Public Acquisition of American-made Motor Vehicles Required*. A state agency shall only purchase motor vehicles assembled in North America.” Motor Vehicle means a light duty vehicle under 8,500 pounds. (NMSA 1978, 13-1-188).

**INFORMATION:** For questions or clarifications regarding any part of the General Conditions or Specifications, contact Frances Rodriguez, P.O. Box 1270, Gallup, NM 87305, phone number (505) 863-1334; fax number (505) 722-5133; email: [frdriguez@gallupnm.gov](mailto:frdriguez@gallupnm.gov). Questions submitted after August 10, 2015 may not be addressed.

**EXISTING AGREEMENT:** Under the terms and conditions of this Bid all public bodies allowed by law may procure the goods, supplies or services under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein, but each public body shall be responsible for their own orders.

**BID DOCUMENTS:** Bid documents may be retrieved by accessing the Purchasing page of the City of Gallup website, [www.gallupnm.gov/purchasing](http://www.gallupnm.gov/purchasing) , by calling (505) 863-1232 or visiting the Central Purchasing Office at 110 West Aztec, Gallup, NM 87301.

The City of Gallup will notify vendors of record of amendments/addenda that are issued. Vendors of record are those vendors that are currently on bid list therefore, if not a vendor of record or if bid is downloaded from City of Gallup website, it shall be the responsibility of the vendor to check website frequently for any addenda/amendments or correspondence concerning solicitation. Failure to acknowledge all addenda could result in a non-responsive bid/proposal. In the case of an inconsistency between information on this site and the Purchasing file document, the file document shall prevail.

## NOTICE TO BIDDERS

As of October 5, 2011 applications for Resident New Mexico in-state bidders will no longer be processed through the State Purchasing Division. All resident business and contractors will have to obtain a new preference number with the New Mexico Department of Taxation and Revenue as of January 1, 2012.

**It will be the sole responsibility of the Bidders requesting consideration for the New Mexico Resident Business Preference to obtain approval and a certification from the New Mexico Department of Taxation & Revenue prior to the bid opening date. You must furnish a copy of the Resident Business Certificate with each bid in order to be considered for the in-state preference as per Sections 13-1-21 and 13-1-22 NMSA 1978.**

**As of July 1, 2012 a New Mexico Resident Veteran's Business preference number may be obtained from the New Mexico Department Taxation and Revenue Department. In order to be considered for the New Mexico Veteran's Contractor preference a copy of the Certificate must be included with each bid as per Sections 13-1-21 and 13-1-22 NMSA 1978.**

For additional information please call 505-827-0951, or to download applications log on at: [WWW.TAX.NEWMEXICO.GOV](http://WWW.TAX.NEWMEXICO.GOV), select "BUSINESSES" and click on "IN-STATE PREFERENCE CERTIFICATION" located under "POPULAR INFORMATION" caption".

**City of Gallup  
Specifications  
Formal Bid No. 1513**

**Police Department**

<b>Item No. 1:</b>			
Three (3) Each - New 2015-2016 Full Size 4 Door SUV, 4 X 4; Severe Service Package			
	<b>MINIMUM SPECIFICATIONS</b>		<b>Bidder to indicate Compliance or Non-Compliance to each Specification</b>
<b>1.</b>	GVWR: 7500 Lbs	<b>1.</b>	
<b>2.</b>	Engine: V-8, 5.3L , Gasoline	<b>2.</b>	
<b>3.</b>	Fuel Tank: Factory Standard	<b>3.</b>	
<b>4.</b>	Transmission: 6 speed Automatic Overdrive, 4 X 4	<b>4.</b>	
<b>5.</b>	Wheelbase: 116” minimum	<b>5.</b>	
<b>6.</b>	Front mounted Tow Hooks	<b>6.</b>	
<b>7.</b>	Skid Plate Package	<b>7.</b>	
<b>8.</b>	Suspension: Heavy Duty Front and Rear	<b>8.</b>	
<b>9.</b>	Tires: Factory Standard w/ Full Size Spare	<b>9.</b>	
<b>10.</b>	Brakes: Power, 4 wheel disc Anti-Lock	<b>10.</b>	
<b>11.</b>	Steering: Power	<b>11.</b>	
<b>12.</b>	Factory installed heater, A/C, Defroster with rear window defroster & wiper	<b>12.</b>	
<b>13.</b>	a. Battery: 730 CCA, Heavy Duty, or Dual Batteries b. Alternator: Heavy Duty	<b>13.</b>	
<b>14.</b>	Flooring Factory Standard with Floor Mats	<b>14.</b>	

**City of Gallup  
Specifications  
Formal Bid No. 1513**

**Police Department**

<b>Item No. 1:</b>				
Three (3) Each - New 2015-2016 Full Size SUV, 4 X 4; Severe Service Package				
	<b>MINIMUM SPECIFICATIONS</b>			<b>Bidder to indicate Compliance or Non-Compliance to each Specification</b>
<b>15.</b>	Cloth Covered Front Seats, Bucket		<b>15.</b>	
<b>16.</b>	Color: To Be Painted with Standard Automotive Paint, Solid colors: One (1) each White, One (1) each Gray, One (1) each Black.		<b>16.</b>	
<b>17.</b>	Manufacturer's Standard Warranty – Please furnish Copy of Warranty with bid		<b>17.</b>	

Whether regularly supplied or not, unit will include the following: **Three sets of Keys**

VEHICLE:

Model Year: \_\_\_\_\_ Make Offered: \_\_\_\_\_ Model: \_\_\_\_\_

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Servicing Facility for Warranty Repairs on Vehicle and all Dealer Installed Components

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Servicing Facility within 10 Mile Radius of Gallup for Non-Warranty **VEHICLE** Repairs



**BID PROPOSAL**  
**CITY OF GALLUP**  
**FORMAL BID NO. 1513**

Item No.	Description	Quantity	Unit Price	Extended Amount
1.	New 2015-2016 Full Size SUV, 4 X 4; Severe Service Package (Police Dept)	3 Each	\$ _____	\$ _____
<b>Delivery Time ARO:</b> _____ <b>Year, Make and Model:</b> _____				

Vendor Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

F.O.B.: **DESTINATION**  
 Delivery Date ARO: \_\_\_\_\_  
 Payment Terms: \_\_\_\_\_

Signed By: \_\_\_\_\_  
 Name Printed or Typed  
 \_\_\_\_\_  
 Signature

Fax No: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone No: \_\_\_\_\_

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

**AMENDMENTS: BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMMENDMENTS:**  
 AMENDMENT No. \_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_  
 AMENDMENT No. \_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_  
 AMENDMENT No. \_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_

Failure to acknowledge receipt as provided above may be sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the contractor=s responsibility to become fully advised of all addenda prior to submitting a bid.

**Bidder's Checklist of Submittal Documents**

- Resident Veterans Certification form (if Applicable), Page 15
- Bid (Cost) Proposal, Page 14
- Acknowledge Receipt of Amendments (if any) , Page 14
- Specification Pages, Page(s) 11-12
- Exceptions to Specifications, Page 13
- Bidders **MUST** include a Copy of their New Mexico Resident Business or New Mexico Resident Veteran's Business Certificate issued by the State Taxation and Revenue Dept. (if applicable), to qualify for application of the State Preference to the bid
- A current IRS Form W-9

**Resident Veterans Preference Certification**

(This Form Must be submitted with your bid if you are certified as a New Mexico Resident Veterans business)

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

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or 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 bid or proposal. I understand that giving false or misleading information about this fact constitutes a crime.

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

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22, NMSA 1978, 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 as a public works contract from a public body as the case may be.

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

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

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

\_\_\_\_\_  
Date

\*Must be an authorized signatory 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 unaward of the procurement involved if the statements are proven to be incorrect.