Central New Mexico Community College (CNM) Request for Proposal # P-374,

Power Purchase Agreement for Solar Array at Westside Campus

1.0 MW AC Solar Array @ CNM’s Westside Campus

KEY RFP INFORMATION & DATES

Buyers:  Greg Van Wart (gvanwart@cnm.edu)
         Keith Adams (jadams49@cnm.edu)

Phone:  505-224-4546   Fax:  505-224-4548

Request for Proposal (RFP) advertised:  10/19/14

Mandatory Pre-proposal Meeting:  10/24/14 from 9:00 - 10:00 a.m.
                                 Westside Campus, Building WS II
                                 Room 122, 10549 Universe Blvd.
                                 NW, Albuquerque, NM 87114.

Request for Clarifications Due:  10/29/14 @ 10:00 AM Mountain Time

Proposals Due Deadline:  11/5/14 @ 10:00 AM Mountain Time

Responses are to be submitted via MAIL, COURIER, or HAND DELIVERED to:

Central New Mexico Community College
Attn:  Purchasing Department
525 Buena Vista Drive SE
Building ‘A’, Room A109
Albuquerque, NM 87106

Interviews with Finalists (if needed):  11/10/14
(Schedule Time/Place TBD)

Award of Contract:  12/18/14
NOTICE OF REQUEST FOR PROPOSALS

CNM is seeking proposals from solar energy developers to provide a long term power purchase agreement for a 1.0 MW solar array providing the best value/lowest levelized cost of energy to CNM and assist in developing a solar training program specific to large tracking arrays to enhance their existing solar energy training program. Qualifications-based/best value competitive sealed proposals will be received by CNM’s Purchasing Department at the time and date listed above. CNM has secured an interconnection agreement/notice of screening is complete with PNM for this project (see EXHIBIT A below) and its interconnection must be per the requirements stated by PNM in that correspondence dated April 30th, 2014. One of the projects selection criteria will be your guarantee to complete the project per that correspondence.

Sealed RFP responses must be received at the above address no later than the time and date specified above. Any RFP response received after the deadline will not be accepted and will be returned unopened. It is solely the responsibility of each respondent to assure that its RFP response is delivered at the specified place and prior to the deadline for submission. RFP responses, which for any reason are not so delivered, will not be considered and will be returned unopened. All information must be entered in ink or typed and corrections must be initialed. RFP responses must be in a sealed package and must be clearly marked with the RFP number and submission deadline (as listed above) in the lower left hand corner.

If CNM finds it necessary to change any of the dates in the Tentative Schedule of Events below, or to provide answers to timely received questions and/or provide clarifications in regard to this RFP, an addendum/amendment to the RFP will be posted on CNM’s Purchasing website under RFP # P-374. The website address is: http://www.cnm.edu/depts/purchasing/request-for-proposals. CNM will make the attempt to send to all prospective proposers via fax or email all addenda/amendments, however it shall be the responsibility of all potential respondents to
monitor CNM’s Purchasing website for any addenda/amendment or other information regarding this RFP. **All addenda/amendments MUST BE ACKNOWLEDGED in the space provided in SECTION E, Signature of Firms’ Authorized Representative. Failure to acknowledge any addenda/amendment in SECTION E shall render any response received non-responsive.**

There will be a **MANDATORY** Pre-proposal meeting 10/24/14 from 9:00 a.m. to 10:00 a.m. at the Westside Campus, Building WS II, Room 122, 10549 Universe Blvd. NW, Albuquerque, NM 87114. A mandatory site visit will be held after the pre-proposal meeting. Respondents who do not attend the **MANDATORY** pre-proposal meeting and sign the sign-in sheet will not be able to submit a response to this RFP.

Oral, telephonic, or electronically submitted responses to this RFP are invalid and will not receive consideration. However, responses to this RFP may be modified by email/facsimile notice, provided that the notice is received by the time and date specified for the closing.

**TENTATIVE SCHEDULE OF EVENTS**

- RFP issued (advertisement in newspaper and CNM website)………..October 19, 2014
- **MANDATORY** Pre-RFP Conference and site visit  
  (9:00 a.m. at CNM’s Westside Campus, Building II, Room 122)…………………………………………………………………………October 24, 2014
- Question submission deadline ........................................October 29, 2014
- RFP submittal deadline (10:00 a.m. Mountain Time) ............November 5, 2014
- CNM evaluates submittals and determines  
  if Interviews are needed) ..............................................November 7, 2014
- CNM notifies up to three (3) most qualified firms  
  for participation in Interviews (if necessary)..............................November 7, 2014
- Interviews (if necessary)  
  (8:00 a.m. thru 1:00 p.m., schedule to be finalized at a later date)..November 12, 2014
- Action by CNM Capital Outlay Committee ..........................November 17, 2014
- Action by CNM Governing Board......................................December 9, 2014
- Action by New Mexico HED...........................................December 10, 2014
- New Mexico Board of Finance..........................................................December 16, 2014
- Conclude contract negotiations with apparent awardee and post
  final scores on website (estimated).............................................January 5, 2015

NOTE: CNM reserves the right to amend and/or change this schedule of RFP activities as it deems necessary under the circumstances. New Mexico HED, CNM Capital Outlay, CNM Governing Board and New Mexico Board of Finance meeting dates are outside the purview of the CNM Purchasing Department and are subject to change without notice.
SECTION 1: GENERAL RFP INFORMATION

About CNM and its solar energy training program:

Central New Mexico Community College provides affordable higher education throughout Albuquerque and its surrounding areas. Above all else, CNM’s mission is to help individuals succeed in whatever educational or workforce training endeavor they might be seeking. A person can choose from college-transfer courses in 28 arts and sciences disciplines, engineering, pre-management and various occupational fields. In all, CNM offers associate’s degrees in 48 arts and sciences and occupational disciplines.

Individuals interested in becoming certified in a trade that can lead to a more rewarding job in a high demand field can also get that at CNM, which is a highly respected workforce generator among growing industries in New Mexico, around the county and across the globe. CNM offers certificates in 52 business, health, technologies and vocational occupations. CNM is well known for responding to the needs of the economy through rapid/timely course development and for its ability to efficiently train workers for quick entry into our local and global growing economy. With the help of CNM, about 95 percent of CNM graduates get jobs related to their field of study.

CNM is a leader in renewable energy training and to that end CNM has developed cutting edge solar training programs for residential and small commercial solar array design and installation. Courses are NABCEP approved and available for both beginners and advanced professionals in the solar industry. To expand on the existing training, CNM will be developing curriculum around the design, installation and operations and maintenance of commercial and utility scale solar arrays. This project will be a large part of that curriculum development and will serve as a living laboratory training opportunity. CNM is seeking to partner with a company that will help showcase state of the art solar array systems. The successful proposer will definitively spell out how they propose to help CNM develop both the classroom and living laboratory training for commercial and utility scale arrays.

Brief Power Purchase Agreement (PPA)/Solar Array Description

CNM is immediately seeking proposals from solar energy developers to provide a long term power purchase agreement for a 1.0 MW AC photovoltaic solar array. CNM is seeking ultimate ownership of a solar array that provides the best value and lowest levelized cost of energy to
CNM. All pricing shall include total costs for Financing, Engineering, Procurement, Construction, Commissioning, Operation and Maintenance for the term of PPA proposed. (Ownership may occur immediately upon completion or at some future time after commissioning as negotiated by CNM and successful Proposer). The engineering shall comply with PNM’s interconnection/facility screening letter attached under EXHIBIT A. The Provider shall include in its proposal all elements necessary for a turnkey project including any applicable rebates, applications, grid interconnection agreement, production monitoring requirements (including the NM Balancing Authority), all permits and approvals from governing agencies and all labor, taxes, services and equipment to provide power to CNM. All fees required by any and all jurisdictions shall be the responsibility of the provider.

CNM owns twenty acres of land south of their Westside Campus that are suitable for placement of the array. Below is an aerial depicting the general site location:
General Proposal Information

1. All proposals shall include all appurtenances necessary for completion, operation and maintenance of the array and delivery of power to the PNM electrical grid.

2. Respondents are encouraged to carefully review this RFP in its entirety before submitting a proposal.

3. All proposals submitted will become the property of CNM.

4. A submitted proposal may be modified or amended only if the modification or amendments are received prior to the proposal submission deadline.

5. If Respondent forms a joint venture, a signed copy of the joint venture agreement will be requested if Respondent is selected for negotiations. Do not submit the joint venture agreement with the proposal.

6. A proposal may be considered non-responsive if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

Rights Reserved to CNM

CNM reserves the right to:

1. Reject any or all proposals at its sole discretion;

2. Select one or more proposal(s) deemed most advantageous to CNM, and enter into negotiations with proposers;

3. Dispose of property as it chooses, including, but not limited to, public sale.

4. Verify all information submitted in the proposals;

5. Withdraw this solicitation at any time with no obligation to negotiate or enter into any form or type of Agreement, with any Respondent;

6. Negotiate one or more Ground Lease Agreement(s), if applicable and based on submitted proposals.

7. Supplement, amend, modify, or cancel the RFP;

8. Extend the times and dates set forth in the RFP;

9. Issue additional and subsequent RFPs and to conduct further investigations with respect to the qualifications of a Respondent;

10. Amend any type of Agreement(s) resulting from this RFP to incorporate necessary attachments and exhibits or to reflect negotiations between CNM and the successful Respondent(s);
11. Negotiate alternate arrangements for the solar array purchase and construction after selection of the most responsive Proposer; and

12. Allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on CNM in the current term or in any future terms.

Validity

Proposals must be valid for a period of at least three (3) months from the closing date and time of this RFP.

Pre-Contractual Expenses

CNM shall not, in any event, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their proposals. Respondents shall not include any such expenses as part of their proposal. Pre-contractual expenses are defined as expenses incurred by the Respondent in preparing its proposal in response to this RFP; submitting that proposal to CNM; negotiating with CNM any matter related to the proposal; and, any other expenses incurred by the Respondent prior to the date of award and execution of any Agreement associated with this RFP.

Protest Procedure

Respondents may review the method of protesting in NMSA 13-1-172 through 13-1-176.

Execution of Agreement(s)

After a Respondent is selected, the execution of any agreement(s) is contingent upon the successful negotiation of terms, negotiation of final energy costs, terms of the agreement, acceptability of fees, and formal approval by CNM’s Governing Board.

Assumption of Risk and Indemnity

In addition to other provisions regarding assignment of risk between the parties, language regarding assumption of risk and indemnity, substantially in the form set forth below, shall be required to be included as part of any Agreement(s) negotiated with Respondent:

Respondent shall assume all risk of loss to itself, which in any manner may arise out of the use of CNM property or infrastructure under an Agreement to engineer, procure, install, and/or operate
any PV solar array. Further, Respondent hereby agrees to indemnify and defend CNM and its directors, officers, and employees against any and all liability and expense, including the reasonable expense of legal representation whether by special counsel or by CNM's attorneys, resulting from injury to or death of any person, or damage to any property, including property of CNM, or damage to any other interest of CNM, including, but not limited to, suit alleging noncompliance with any statute or regulation which in any manner may arise out of the issuing of any agreement(s) entered into between the proponent and CNM, or use by Respondent, or any adjoining land used with Premises. Respondent assumption of risk and indemnity obligations under this Paragraph shall include, but not be limited to, any action brought against CNM that includes an allegation of the dangerous condition of property as a specific cause of action.

SECTION 2: SOLAR ARRAY DEVELOPMENT OPPORTUNITY

Project Description
1. System Requirements/Array Infrastructure:
   a. All equipment incorporated into this project shall be in compliance with New Mexico Interconnection Manual and rule 17.9.568 NMAC (most recent editions).
   b. PV modules shall be listed by Underwriter’s Laboratories for compliance with UL1703. Modules shall comply with the requirements of IEC 1215.
   c. The inverter(s) shall be listed by Underwriter’s Laboratories for compliance with UL1741. Inverters shall comply with the requirements of IEEE 1547.
   d. All field installed wiring and equipment shall comply with the requirements of the NFPA 70: National Electrical Code and all applicable local codes and requirements.
   e. All DC source and output circuit wiring shall be sized to minimize energy loss. Voltage drop shall be no greater than 5% on any string circuit, and no more than 3% on any output circuit. Voltage drop shall be calculated using rated maximum power voltage and maximum power current for the circuit. Usually the cumulative voltage drop for the furthest load shall not exceed 5%.
   f. The ungrounded conductor of each DC source circuit shall be made accessible inside the combiner box, or within three feet of the combiner box, to allow current measurement using an inductive ammeter.
   g. Each DC source circuit shall be identified at the combiner box to facilitate troubleshooting and diagnosis of module and string wiring faults.
   h. All inverter AC output circuits and wiring shall be sized to minimize energy loss. Voltage drop shall be no greater than 2% on any inverter output circuit, from the inverter to the
point of interconnection with the utility, as calculated using inverter-rated continuous output current and nominal AC terminal voltage. Same as above in regards to the voltage drop.

i. All Contractor Materials shall be installed in a manner that is consistent with manufacturer’s installation instructions and requirements. CNM reserves the right to provide input on installation requirements.

j. All exposed wiring shall be supported and secured in place using fasteners not subject to ultraviolet degradation. Wire shall not be secured using fasteners or hardware made exclusively of plastic or nylon.

k. Marking is needed to provide emergency responders with appropriate warning and guidance with respect to isolating the solar electric system. Materials used for marking should be weather resistant. Use UL 969 as standard to weather rating (UL listing of markings is not required).

l. The marking should be placed adjacent to the main service disconnect in a location clearly visible from the location where the lever is operated.

   i. Marking Content and Format
   
   ii. Marking Content: CAUTION: SOLAR ELECTRIC CONNECTED

   iii. Red Back Ground, White Lettering, Minimum 3/8” Letter Height, All Capital Letters (Arial or similar Font, Non-Bold).

   iv. Reflective, Weather resistant material suitable for the environment (durable adhesive materials meet this requirement).

m. Marking for DC Conduit, Raceways, Enclosures, Cable Assemblies, and Junction Boxes.

   i. Marking is required on all interior and exterior dc conduit, raceways, enclosures, cable assemblies, and junction boxes to alert the fire service to avoid cutting them. Marking should be placed on all interior and exterior dc conduit, raceways, enclosures, and cable assemblies, every 10 feet, at turns and above and/or below penetrations and all dc combiner and junction boxes. Marking for all AC circuitry for 277/480 place a single band of super 33 orange at each coupling and junction box around every conduit containing this voltage-same for 120/208 however the color band for this voltage shall be black.

ii. CAUTION: SOLAR ELECTRIC SYSTEM CONNECTED Marking Content and Format.

   iii. Marking Content: CAUTION: SOLAR ELECTRIC CONNECTED.
iv. Red Back Ground, White Lettering, Minimum 3/8” Letter Height, All Capital Letters (Arial or similar Font, Non – Bold).

v. Reflective, Weather resistant material suitable for the environment (durable adhesive materials meet this requirement).

n. Inverters - No markings are required for the inverter.

o. Conduit runs between sub arrays and to DC combiner boxes should use design guidelines that minimize total amount of conduit on the ground by taking the shortest path from the array to the DC combiner box. Unless otherwise agreed by CNM, this conduit shall be underground.

p. The DC combiner boxes are to be located such that conduit runs are minimized in the pathways between arrays to limit the hazard of cutting live conduit in venting operations.

q. Permit fees will be paid by Developer. The Developer is responsible for all permit coordination, site inspections, and permit compliance.

r. The Developer shall develop an on-site Project Safety Plan for review and approval by CNM. The Developer shall administer and enforce CNM approved on-site Project Safety Plan for the Project. The Developer shall monitor and enforce Project construction and is responsible for safety and health issues relating to their workers at the Project Site. This shall include workers in direct employment of the contractors and workers involved in a subcontracting, equipment supply, or any other project related oral or written arrangement with the Developer. The Developer shall report accidents, claims, and other on-going safety related issues to CNM in a manner consistent with CNM-wide reporting.

Respondent Responsibilities

1. **Suitability of Proposed Site:** It is the responsibility of Respondent to determine the adequacy of the proposed site. Respondent shall use the documentation provided through this RFP, Respondent’s own field evaluations and other due diligence to make its own determination regarding the site’s physical (flood plain, soil, rock, and subsurface condition) and interconnection suitability. Respondent assumes all risk for any changed conditions that may occur during the progress of the work. CNM shall have no responsibility for insufficient data or incorrectly assumed conditions concerning proposed sites. CNM will make available applicable records in its possession. Respondent may need to assist CNM in showcasing and providing information to neighborhood associations within the area.
2. **Power Purchase Agreements (PPAs):** CNM anticipates negotiating the following items into any Agreement(s) generated as part of this project, which will have an impact on the selection associated with this RFP:
   a. A right to enter into alternative financing arrangements including, but not limited to, a Power Purchase Agreement under the New Mexico laws for third party generation opportunities.
   b. A right to negotiate the purchase of the facility outright at a time post installation.
   c. Ownership of all Renewable Energy Credits generated from the solar facility will be negotiable.
   d. Partnership opportunities to showcase economic development and certification training.

3. **Financial Responsibility:** Financing of the proposed project shall be the sole responsibility of the Respondent(s) and shall include all development, permitting, operational, monitoring and maintenance costs and expenses. Respondents will also be responsible for securing all State of New Mexico, Bernalillo County, PNM and all other applicable permits for installation of a renewable energy project at its own costs, including all applicable interconnection agreement costs and interconnection system impact studies if deemed needed.

4. **Financial Capability:** For CNM, a primary characteristic of a qualified Respondent is financial capacity. The proposal must demonstrate that the Respondent is capable of and committed to performing under the anticipated contract. The financial strength of the Respondent and the ability to bring equity or other private financing to the project will be assessed prior to entering into any contractual arrangements. A determination of the Respondent’s commitment of financial resources to the project will be a gauge for negotiating a contract (including, but not limited to ability to guarantee power production for a period no less than 20 years with equipment proposed in the response).

5. **Parent Guarantee:** If using the financials of a parent company, Respondent shall provide CNM a parent guarantee which shall be maintained in full force and effect from the Effective Date until 30 days after the final day of the Warranty period or PPA agreement which ever comes last. **Note: In event of default, CNM may proceed against this parent guarantee.**
SECTION 3: EVALUATION CRITERIA

The following Evaluation Criteria will be used for the evaluation of responses and selection of the apparent awardee. Each proposal will be competitively evaluated on its relative strengths and weaknesses against the following criteria listed below. General overall developer/contractor qualifications from State of New Mexico Public Facility Energy Efficiency and Water Conservation Act that are mandatory are as follows:

A. Basic Qualifications

1. Developer/contractor have been a recently approved and possess an executed New Mexico Energy and Minerals Natural Resources Department (EMNRD) Guaranteed Utility Savings Contract per New Mexico Statutes Annotated 1978 (NMSA 1978), Section 6-23-5.*
2. Developer/contractor have already been qualified by EMNRD for these types of projects and contracts, as per 6-23 NMSA 1978.*
3. Completed a minimum of 3 operational projects approximately 1MW or greater in size and provide a list of those projects with references. Reference information must include contact’s name, phone number and email address.*
4. Developer/contractor is a licensed NM General Contractor and Electrical Contractor. *
5. Respondent must show at least 5 MW of recent interconnection experience of which there must be two projects approximately 1MW in size or greater in New Mexico. This is project experience and not product sales.*

* Provide proof of each of the 5 items listed above.

B. Staffing

Respondents will be responsible for financing, planning, designing, permitting, building, owning, start up and operating (or training CNM staff, if array is purchased immediately after construction) and maintaining any proposed solar generation facility. Proposal will be evaluated on:

1. Staff experience with Utility Grade Solar installations and training in the solar industry including references to operating facilities;
2. Experience with projects with Municipal, University, larger commercial/utility or other government agencies including training;
3. Team members’ experience and individual credentials, training, education, and licenses (emphasis on proposed key personnel, include resumes and references);

4. Staffing capabilities to provide personnel in view of Respondent’s current workload and workload backlog;

5. Respondent’s team organization and management.

C. Financial Capability

Respondents must describe their financial capability to meet development costs, start-up expenses and ongoing financial obligations associated with solar generation facilities of the magnitude indicated in this RFP. The Respondent must also demonstrate that it is capable of and committed to performing under any Agreement(s) associated with this project for development of solar generation facility. A determination and willingness of the Respondent to commit its financial resources to the project will be a gauge for becoming a qualified Respondent. The following information will be evaluated:

1. Financial strength, including financial partners, financing sources and history of relationships with these institutions;

2. Finance strategy, including amount to finance (include previous completed projects strategy);

3. Contact information for two (2) financial and two (2) business references & credit rating;

4. Corporate partnerships, LLC, or other structure;

5. Provide company profile including: Respondent’s officers, directors and owners or shareholders having (10%) or more interest or ownership of Respondent. If a partnership or joint venture between two or more parties or entities is contemplated, a description of past and current relationship of the parties must be included;

6. Demonstrate capability to assume and carry out the financial obligations of the project and all other projects to which Respondent is committed to other parties;

7. Provide a list of all legal proceedings (including bankruptcy) to which Respondent or its subsidiaries or affiliates have been a party during the last ten (10) years; and,

8. Draft Project Pro Forma estimating on a global level, at a minimum, development costs, projected revenue from power generation and sale based on the lump sum proposal price, or the PPA arrangement with time to sale of the array to CNM, other income, operating expenses, construction loan payments, and any lease payments or land value factored into power cost.
D. Technical Approach

1. CNM will give additional consideration to proposals deemed to offer; the best value, lowest levelized cost of energy and contribution to their solar education program. Include in your proposal a mock, full scale “training array” that can be used by CNM and CNM Ingenuity for installation of panel racking (foundations to be permanent), panels and panel wiring. The “training array” will a minimum of one entire row and provide real-world installation experience. Respondent shall include information on how they plan to assist CNM and CNM Ingenuity on training opportunities that will enhance economic development in New Mexico.

2. Extra consideration will be given to proposals which include New Mexico based manufacturers, contractors and subcontractors providing system components and installation. Information should be included demonstrating opportunities for partnership and internships with CNM.

3. Detailed baseline schedule for completion of major milestone activities; This schedule must guarantee adherence to the PNM interconnection date and “agreement/notice of screening is complete” letter for this project and its interconnection must be per the requirements stated by PNM in that correspondence dated April 30th, 2014. If the facility/array is not interconnected within the 12-month period and the REC incentive payments from PNM are lost, the REC purchase price of 1.36 cents per kWh will be required to be paid to CNM by the successful proposer for the duration of the lost REC payments that would have come from PNM.

4. Interconnection strategy to PNM electric infrastructure including narrative, maps and ability to access power distribution facilities.

5. Provide a detailed description of the following: site plan; design, one line of the system, facility size; rendering of facilities.

6. Detailed technical information and specifications regarding the system technology(s) to be deployed under this Agreement(s) such as; inverter type, solar panel origin/manufacture/type, racking origin/manufacture/type, balance of system equipment/materials, power production rates over time, degradation rates, replacement plans and estimated power generation. Information should also include how the system will benefit training opportunities for CNM.

7. A detailed description of the Proposer’s operation and maintenance plan. CNM has existing solar arrays that are monitored on line via an Also Energy dashboard. The successful proposer will be required to integrate their array production information into the existing Also Energy online dashboard system, so that all power generated can be viewed in one location. Respondent will be required to work with CNM to determine what information will be included in the dashboard.

8. CNM will give preference to Respondents that include absolute guarantees on power production.
9. Security of the array site and interface with local home owners association: Description of the security necessary for the site such as fencing, access gates, landscaping, etc. as it pertains to State and Federal requirements for energy generation facilities. A description of the Respondent’s community outreach plan to address any concerns the public may have.

E. Business Elements

Among CNM’s goals is to continue to invest in solar energy generation by demonstrating the addition of alternative, clean, reliable energy to CNM’s power needs and stimulate interest in the field of solar energy. Therefore, Respondent’s PROPOSAL will be evaluated on the following:

1. PV system size (MW AC), to be a minimum of 1.0 MW AC.
2. PPA energy rate;
   a. Base year contract price ($/kWh) – not including value of Renewable Energy Credits.
   b. Annual Price Escalation Factor (%).
3. System buy-out/PPA termination cost schedule per year.
4. Total Power degradation values to 25 years.
5. Annual Degradation Factor (%).
6. Base Year Minimum annual guaranteed output (kWh/Yr.).
7. Out Years Minimum annual guaranteed output (kWh/Yr.).
8. Requested length of a PPA option.
9. Guarantee to the power produced for the period of the PPA that will be included in any Agreement(s). CNM will give preference to Respondents that include absolute guarantees on power production.
10. Respondent shall consider the value of property (if owned by CNM) as part of the project cost in evaluating the viability of its solar project and include value of land in overall proposal, either as in lease of property, or reduction in power rates over the life of a PPA; land lease amount to be included in your submission will be $2,500/year.
11. Detail elements of financing to implement the proposal.
12. Discussion of the maintenance required for the solar array equipment including, but not limited to invertors and expected replacement timeline through the life of the array. Should CNM opt to purchase the array without entering into a PPA, include in the proposal costs for 5 years of operations and maintenance.
Response Requirements

REQUIRED SUBMITTAL DOCUMENTS TO BE INCLUDED IN YOUR SEALED RESPONSE:

a. SECTION E: Signature of Firm’s Authorized Representative: All addenda/amendments MUST BE ACKNOWLEDGED in the space provided in SECTION E. Failure to acknowledge any addenda/amendment in SECTION E shall render any response received non-responsive.

b. SECTION F: Debarment/Suspension Status & Non-Collusion Affidavit Form

c. EXHIBIT B: Campaign Contribution Disclosure Form

d. Your Proposed Power Purchase Agreement (PPA)

NOTE: FAILURE TO SUBMIT ITEMS a – d NOTED ABOVE WILL RENDER THE OFFER AS BEING NON-RESPONSIVE. ANY MODIFICATIONS TO SECTION E SIGNATURE OF FIRM’S AUTHORIZED REPRESENTATIVE RESPONSE FORM OTHER THAN FILLING IN THE FORM FIELDS IS NOT ACCEPTABLE AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR’S RESPONSE. THE GENERAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF CNM’S PURCHASE ORDER ARE AN EQUAL AND INTEGRAL PART OF THIS REQUEST FOR PROPOSALS (RFP), THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THIS RFP ALONG WITH ANY ATTACHMENTS AND THE OFFEROR’S RESPONSE ARE HEREBY INCORPORATED INTO ALL PURCHASE ORDERS ISSUED AS A RESULT OF THIS RFP, INCLUDING ANY ADDENDA. CNM RESERVES THE RIGHT TO NEGOTIATE WITH A SUCCESSFUL OFFEROR’S (CONTRACTOR’S) PROVISIONS IN ADDITION TO THOSE STIPULATED IN THIS RFP. THE CONTENTS OF THIS RFP, AS REVISED AND/OR SUPPLEMENTED, AND THE SUCCESSFUL OFFEROR’S PROPOSAL WILL BE INCORPORATED INTO THE CONTRACT. SHOULD AN OFFEROR OBJECT TO ANY OF THE CNM STANDARD TERMS AND CONDITIONS, THAT OFFEROR MUST PROPOSE SPECIFIC ALTERNATIVE LANGUAGE THAT WOULD BE ACCEPTABLE TO CNM. GENERAL REFERENCES TO THE OFFEROR’S TERMS AND CONDITIONS OR ATTEMPTS AT COMPLETE SUBSTITUTIONS ARE NOT ACCEPTABLE TO CNM AND WILL RESULT IN DISQUALIFICATION OF THE OFFEROR’S PROPOSAL. OFFERORS MUST PROVIDE A BRIEF STATEMENT OF THE PURPOSE AND IMPACT, IF ANY, OF EACH PROPOSED CHANGE FOLLOWED BY THE SPECIFIC PROPOSED ALTERNATE WORDING. OFFEROR’S WHO HAVE QUESTIONS OR CONCERNS REGARDING THESE REQUIREMENTS ARE ENCOURAGED TO CONTACT CNM’S PURCHASING OFFICE FOR CLARIFICATION.

The information requested below will be used to evaluate the Respondent’s proposal based on the criteria outlined in Section 3. Respondents may be deemed non-responsive if they do not respond to all Sections A through H of the scoring criteria below. Proposals must be prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this RFP. All proposals shall be typed and single-spaced, letter format, with font size no smaller than 11 point. Proposal pages shall be numbered consecutively and should not exceed 30 pages. One (1) original, three (3) complete paper copies, and one (1) electronic .pdf version of the proposal shall be included in the proposal submission. Items that are not counted as part of the 30 page limit are: cover letter, staff resumes and additional supplemental information (project related). Supplemental information may include photographs of past projects, charts, graphs, letters of reference supporting proposer’s performance from past clients, and other materials considered beneficial. Larger “pull outs” or maps as 11”X17” will be considered one page. Excessive or irrelevant materials will not be favorably received. Proposals shall be organized in separate sections tabbed with
corresponding letters and related headings in the order presented below and will be evaluated per the points available:

**Proposal Contents by Section:**

<table>
<thead>
<tr>
<th>Section</th>
<th>Points Available:</th>
</tr>
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<tbody>
<tr>
<td>A. Executive Summary Letter</td>
<td>Pass/Fail</td>
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<tr>
<td>B. Validity of Proposal</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>C. Statement of Compliance</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>D. Certificate of Insurance</td>
<td>Pass/Fail</td>
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<tr>
<td>E. Basic Qualifications</td>
<td>75</td>
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<tr>
<td>F. Staffing</td>
<td>75</td>
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<tr>
<td>G. Financial Capability</td>
<td>200</td>
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<td>H. Technical Approach</td>
<td>350</td>
</tr>
<tr>
<td>I. Business Elements</td>
<td>300</td>
</tr>
<tr>
<td><strong>Total =</strong></td>
<td><strong>1000</strong></td>
</tr>
</tbody>
</table>

**A. Executive Summary Letter:** This letter shall be a brief formal letter from Respondent that provides information regarding the firm and its ability to perform the requirements of this RFP. This letter must include the following table (add as many rows as is necessary to complete this form):

<table>
<thead>
<tr>
<th><strong>Respondent Information</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm (as it appears on W-9 Tax form)</td>
</tr>
<tr>
<td>Other Name(s) of Firm (with acronym)</td>
</tr>
<tr>
<td>Description of the Organization: Corporation, limited liability company, sole proprietorship etc.)</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>State &amp; Zip</td>
</tr>
<tr>
<td>Main Telephone</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
<tr>
<td>Contact Telephone</td>
</tr>
<tr>
<td>Contact Facsimile</td>
</tr>
<tr>
<td>Contact Email Address</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Partner(s) Information</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
</tbody>
</table>
B. Validity of Proposal: Responses to this RFP shall be valid for a minimum of three (3) months. Submissions not valid for at least three (3) months will be considered non-responsive. The Respondent shall state herein the length of time for which the submitted PROPOSAL shall remain valid.

C. Statement of Compliance: Respondent shall include in this section a statement of compliance with all parts of this solicitation.

D. Certificate of Insurance: Respondent shall state herein the willingness and ability to provide the required insurance coverage and ACORD insurance form. Insurance requirements are listed in Section 1.11. CNM shall request the actual ACORD insurance form prior to execution of any Agreement(s).

E. Basic Qualifications: Respondent shall provide the following:

   1. Refer to items listed in Section 3, A, 1-5, Basic Qualifications above.

F. Staffing: Respondent shall provide the following:

   1. Refer to items listed in Section 3, B, 1-5, Staffing above.

G. Financial Capability/Information: Respondent shall provide the following information:

   1. Refer to items listed in Section 3, C, 1-5, Financial Capability above.

Respondents will be required to submit the following information, only if requested upon completion of the evaluation process and prior to any negotiations:

   1. Summary financial statements demonstrating the financial capability to meet start-up expenses and ongoing financial obligations associated with a project of the size anticipated in providing the broadest range of services indicated herein. Summary financial statements shall include, at a minimum, an executive-level summary of the most current audited or unaudited financial report, including references to balance sheet, the most recent audited annual profit and loss statement, and income statement. CNM reserves the right to verify Respondent's financial capability prior to execution of any Agreement(s).
2. Payment and Performance Bonds – The selected Contractor shall submit Payment and Performance Bonds for the full amount of the cost of construction prior to issuance of a Notice to Proceed with construction. Provide a declaration from a surety company stating the bonding capacity and ability to supply the Payment and Performance bond specified. The Contractor shall furnish a Payment and Performance bond for 100% of the amount of the Agreement as security for the faithful performance of the Agreement. These bonds must be furnished prior to or at the time of signing an Agreement resulting from this RFP. The Contractor must be named as principal on the bond. No third party Payment and Performance bond will be accepted. The Payment and Performance Bond must be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code [59A-1-1 NMSA 1978] and listed in the United States Treasury Department Circular 570 wherein the contractor is named as obligee, guaranteeing prompt and faithful performance. CASHIER’S CHECKS, CERTIFIED CHECKS, PERSONAL CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF THIS BOND.

H. Technical Approach: Respondent shall include in the section the following information:

1. Refer to items listed in Section 3, D, 1-9, Technical Approach above.

2. **Note:** all equipment shall conform to Section 2, System Requirements.

I. Business Elements: Respondent shall include the following:

1. Refer to items listed in Section 3, E, 1-12, Business Elements above.

SECTION 4: EVALUATION PROCESS AND NEGOTIATIONS

4.1 Evaluation Process

Proposals will be reviewed by CNM’s Selection Committee to verify compliance with submission instructions, response requirements, and minimum requirements. Any proposal not meeting the minimum requirements shall be deemed non-responsive, unless the particular item is waived (for all respondents).
Proposal evaluation will commence immediately following proposal submission. During the evaluation process, CNM may request clarification, as necessary, from Respondents. Respondents should not misconstrue a request for clarification for negotiations.

CNM may select qualified Respondent(s) based solely on the submitted proposal. Following the evaluation of the submitted proposals a short list of the most qualified Respondents may be developed based on the criteria outlined in Section 3. CNM may elect to have the short list of Respondents give oral presentations. Short-listed Respondents must be prepared to give their presentation in person when requested by CNM. If interviews are required, the short listed firms will be given a list of prepared questions to be addressed during the Interview. CNM may ask short-listed firms to submit a “best and final” proposal.

Negotiations

Negotiations regarding any Agreement terms, conditions, scope of work, and pricing will be conducted with highest scored Respondent. Specific attention will be given to finance terms of outright purchase of the solar array and/or PPA acceptable to CNM. After CNM engages the highest scored Respondent in negotiations, if satisfactory agreement provisions cannot be reached, then negotiations may be terminated. CNM may elect to contact another firm submitting a proposal. This sequence may continue until an Agreement is reached.
EXHIBIT A

PNM INTERCONNECTION AGREEMENT/NOTICE OF SCREENING IS COMPLETE LETTER

Customer Generation Programs
414 Silver SW
Albuquerque, NM 87102-1135

April 30, 2014

Central NM Community College – Universe Rd.
PO Box 4586
Albuquerque, NM 87196-4586
Subject: Notice Screening is Complete

Dear Central NM Community College – Universe Rd.:

PNM has completed the technical screening of your project in accordance with the New Mexico Interconnection Manual. You are cleared to begin construction of your solar facility.

Here are the next steps:

• You will have 12 months from the date of this notice to interconnect your facility to PNM’s system.

• If your Solar Facility is interconnected to our system within the 12-month period and you and PNM have signed a REC Purchase Agreement, you will receive net metering and a REC incentive payment of 1.36 cents per kWh. Please note: If your facility is not interconnected within the 12-month period, the REC purchase price will be re-set to the price that is available at the time your facility is actually interconnected. The new rate could be lower than the rate shown above.

The system size is 1000 kW (AC) at 7200/12470V and DOES require CT’s. The system DOES require an IDR meter. Please contact the local PNM New Service Delivery Department, at your earliest convenience, to determine cost estimates and installs. ***If any of your requests require New Service Delivery, please give the Engineer a copy of this letter, the PV application, 1-line diagram, and site map.

I look forward to hearing that your solar project has been completed. If you have any questions about our program please do not hesitate to contact me at (505) 241-2589.

Sincerely,
Frank Andazola
Engineer, Customer Generation Programs

CC: Affordable Solar
EXHIBIT B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any:

CNM’s Governing Board including, District 1 Ms. Pauline J. Garcia, District 2 Mr. Robert P. Matteucci, Jr., District 3 Ms. Deborah Moore, District 4 Mr. Mark Armijo, District 5 Mr. Blair L. Kaufman, District 6 Ms. Penelope S. Holbrook, and District 7 Mr. Michael DeWitte.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: ________________________________________________________________

Relation to Prospective Contractor: __________________________________________________

Date Contribution(s) Made: __________________________________________________________

Amount(s) of Contribution(s): _______________________________________________________

Nature of Contribution(s): _____________________________________________________________________

Purpose of Contribution(s): ____________________________________________________________________
NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

(Attach extra pages if necessary)
EXHIBIT C
RESPONDENT’S PROPOSED POWER PURCHASE AGREEMENT (PPA)

All Respondents must provide their proposed PPA as EXHIBIT C in their response.
SECTION E
SIGNATURE OF FIRM’S AUTHORIZED REPRESENTATIVE

By signing below, contractor acknowledges that it is a competent firm capable of providing the items and/or services requested, is properly licensed for providing the items or services specified, has read this Request for Proposals, understands it, and agrees to be bound by its terms and conditions. Contractor hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon receipt of an authorized purchase order from the purchasing department, and further agree that the language of this document shall govern in the event of a conflict with its proposal. The undersigned, being duly authorized to sign bidding documents and act on behalf of the contractor in an official capacity, certifies that the items and/or services offered on this Request for Proposal meets or exceeds all specifications, terms and conditions as described in this Request for Proposal without exceptions. I understand that items and/or services not meeting all specifications, terms and conditions will be rejected and all costs shall be borne by the contractor.

Please fill in all spaces below:

Legal Company Name

Address

City, State, Zip

Phone Number

Fax Number

Email

Contact Person for Clarification of Proposal Response

NM Tax ID

Federal Tax ID

Applicable NM License Numbers

ALL NEW MEXICO LICENSE NUMBERS LISTED HEREIN OR PURPORTED BY THE VENDOR MUST BE ISSUED IN THE OFFERING FIRM’S LEGAL COMPANY NAME. LICENSE NUMBERS LISTED UNDER A NAME OTHER THAN THE LEGAL COMPANY NAME MAY RENDER THE OFFER AS BEING NON-RESPONSIVE. NON-RESPONSIVE OFFERS WILL NOT BE CONSIDERED FOR AWARD.

OFFERORS WISHING TO RECEIVE THE NM RESIDENT PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A COPY OF THE VALID RESIDENT PREFERENCE CERTIFICATE ISSUED BY NEW MEXICO TAX & REVENUE WITH THEIR SEALED RESPONSE.

OFFERORS WISHING TO RECEIVE THE RESIDENT VETERAN PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A COPY OF THE VALID RESIDENT VETERAN PREFERENCE CERTIFICATE ISSUED BY NEW MEXICO TAX & REVENUE WITH THEIR SEALED RESPONSE.

Acknowledgment of Amendment/Addendum, Specify Number(s) and Date(s)

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Number</th>
<th>Date</th>
<th>Number</th>
<th>Date</th>
</tr>
</thead>
</table>

Signature of Member Authorized to Sign for Firm

Printed/Typed Name and Title of Individual Signing
SECTION F
DEBARMENT/SUSPENSION STATUS & NON-COLLUSION AFFIDAVIT FORM

DEBARMENT/SUSPENSION STATUS

1. The vendor/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

2. The vendor/contractor agrees to provide immediate notice to CNM’s Purchasing Department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this bid but prior to the award of the purchase order/contract.

NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing bid (such persons, firm and/or corporation hereinafter being referred to as the vendor/contractor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm, or corporation, nor any person duly representing the same joining and participating in the submission or the foregoing bid/proposal, has directly or indirectly entered into any agreement or arrangement with any other vendor/contractors, or with any employee of CNM, or any person, firm or corporation under contract with CNM whereby the contractor, in order to induce the acceptance of the foregoing bid by CNM has paid or is to pay any other vendor/contractor or to the aforementioned persons anything of value whatsoever, and that the vendor/contractor has not directly or indirectly entered into any agreement or arrangement with any other vendor/contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above Non-Collusion Affidavit and Debarment/Suspension Disclosure Statement and that he/she understands and will comply with these requirements. The undersigned further certifies that he/she have the authority to certify compliance for the vendor/contractor named below.

Signature_________________________________________ Title_____________________________________

Printed/Typed Name________________________________ Date_____________________

Legal Company Name______________________________________________________________

Address ____________________________________________________________________________

City/State/Zip______________________________________________________________
SECTION G

NM RESIDENT & RESIDENT VETERAN PREFERENCE CERTIFICATION

RESIDENT PREFERENCE

OFFERORS WISHING TO RECEIVE THE NEW MEXICO RESIDENT PREFERENCE AS APPLICABLE PER NMSA 13-1-21 MUST SUBMIT A COPY OF THEIR VALID NEW MEXICO RESIDENT PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE. SUBMITTED CERTIFICATES SHALL BE VALIDATED BY CNM WITH THE NEW MEXICO TAX & REVENUE DEPARTMENT.

RESIDENT VETERAN PREFERENCE

OFFERORS WISHING TO RECEIVE THE NEW MEXICO VETERAN RESIDENT BUSINESS PREFERENCE AS APPLICABLE PER NMSA 13-1-22 MUST SUBMIT A COPY OF THEIR VALID NEW MEXICO VETERAN PREFERENCE CERTIFICATE WITH THEIR SEALED RESPONSE AND COMPLETE THE FOLLOWING. IF OFFEROR’S FIRM IS INELIGIBLE TO RECEIVE THE NEW MEXICO RESIDENT VETERAN PREFERENCE, OFFEROR MUST CHECK THE BOX BELOW INDICATING THAT INELIGIBILITY:

__________________________________________ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the New Mexico Resident Veteran Preference to this procurement:

PLEASE CHECK ONLY ONE BOX FROM THE FOUR (4) CHECK BOXES LISTED BELOW:

☐ I declare that my firm is ineligible to receive New Mexico Resident Veteran Preference.

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veteran Preference AND who have included a valid New Mexico Resident Veteran Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by CNM with New Mexico Tax & Revenue Department.

☐ 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 knowingly giving false or misleading information about this fact constitutes a crime.

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

In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, 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 cancelled award of the procurement involved if the statements are proven to be incorrect.