

REQUEST FOR PROPOSALS
FOR
ELECTION DIRECTOR and TURNKEY ELECTION SERVICES
(NIGP Code # 57834 & 57835)
OF THE
2019 MIDDLE RIO GRANDE CONSERVANCY DISTRICT
BOARD OF DIRECTORS ELECTION

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
1931 SECOND STREET, S.W.
POST OFFICE BOX 581
ALBUQUERQUE, NEW MEXICO 87103
(505) 247-0234



DEADLINE FOR RESPONSE

June 13, 2018

NOTICE

**THE NEW MEXICO PROCUREMENT CODE,
SECTIONS 13-1-28 THROUGH 13-1-199 NMSA 1978
IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION.
IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES
IMPOSE FELONY PENALTIES FOR ILLEGAL BRIBES,
GRATUITIES AND KICK-BACKS**

SECTION I INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The Middle Rio Grande Conservancy District (hereafter referred to as District) invites consultants (hereinafter referred to as Contractor, Election Director or Election Management Team) to submit proposals in accordance with the outlined specifications contained in this Request for Proposal (RFP). This RFP contains specific requests for information. In responding to this RFP, contractors are encouraged to provide any additional information they believe is relevant.

B. TERMS AND CONDITIONS

The Contract shall be a multiple year contract not to exceed four (4) election cycles. The term of this agreement shall be for the 2019 Election with option to extend for a period of three (3) additional elections (2021, 2023, and 2025), at the same price, terms and conditions as stated on the original proposal. Exercising the option to extend must be a mutual agreement of both parties.

PLEASE NOTE:

During the 2017 Legislative Session HB98 Election Bill was introduced and passed for implementation in 2019. However because of the complexities involving the MRGCD elections with “Qualified Electors”, MRGCD was granted an extension until 2023. The MRGCD will work with the Secretary of State and the four County Clerks to research how to implement the bill. If implementation is judged unworkable a bill to amend HB98 could be introduced to exempt MRGCD. If such a bill were introduced and passed by the legislature, this agreement shall cover Elections 2023 and 2025 if mutually agreed by all parties to extend the agreement.

C. ESCALATION CLAUSE

In the event of a product cost increase, a formal escalation request can be submitted and will be reviewed on an individual basis. Please be aware, this measure is NOT intended to allow any increases in profit margin, only to compensate for an actual cost increase.

D. SUMMARY OF SCOPE OF WORK

The purpose of this RFP is to obtain the services of an Election Director/Election Management Team to conduct a turnkey, transparent and accurate 2019 Election of the MRGCD Board of Directors. Positions up for re-election are as follows: Position No. 3 At-Large; Bernalillo Position No. 2; and Valencia Position No. 5 within the benefited lands of the MRGCD. The Election Director/Management Contractor will administer and be responsible for all phases of the election process and will direct and manage all subcontractors. The Election Director/Management Contractor shall perform those duties in compliance with NMSA Chapter 73, Article 14 and under the direction of the Election Officer of the District for possibly four (4) MRGCD Elections held on odd number years. The contractor will administer the election using State of New Mexico certified paper ballot voting equipment. The MRGCD Election of the Board of Directors will be held on Tuesday, June 9, 2019.

E. BRIEF HISTORY

The Middle Rio Grande Conservancy District (MRGCD) encompasses approximately 150 river miles from Cochiti Dam to the north boundary of Bosque Del Apache. It varies approximately 1 to 5 miles in width. The total area is 277,760 acres with 28,500 acres of Indian land and 128,787 acres of irrigable lands approximately. Presently, there are approximately 60,000 property owners that use irrigation facilities.

The District serves six Middle Rio Grande Pueblos including Cochiti, Santo Domingo, San Felipe, Santa Ana, Sandia and Isleta. The Pueblos do participate as qualified electors in MRGCD elections.

The major functions of the MRGCD are to divert, transport and deliver irrigation water efficiently to the water users, provide flood protection from the Rio Grande via properly maintained levees and provide subsurface drainage benefits to the valley by operating and maintaining the drains resulting in a lowering of the water table.

The Board of Directors consists of seven members as follows: 1-member, Sandoval County; 3-members, Bernalillo County; 1-member, Valencia County; 1-member, Socorro County; 1-member, At-Large. Terms are four years each with staggered elections on odd numbered years.

The 2019 MRGCD Election of Board of Directors will include the following positions: **Position No. 3 At-Large, Bernalillo Position No. 2, and Valencia Position No. 5 within the benefited lands of the MRGCD.** There is no Primary Election for the Board. Election Day for the Conservancy District is June 9, 2019. However, candidate deadlines and other deadlines are unique for the District election and are mandated by the New Mexico Statutes Annotated, Chapter 73, Article 14. Other deadlines will be set by the MRGCD Board of Directors in the MRGCD Rule No. 20. The rule includes NMSA Chapter 73, Article 14 statutes and is attached to this RFP for reference. The Rule may be updated by the Board of Directors prior to the election.

F. Scope of this Procurement and Amendments to this RFP

This procurement shall encompass this RFP and detailed Scope of Work. Should any amendment to this RFP be deemed necessary, it will be distributed in writing to all recipients who have complied and returned the Acknowledgement of Receipt form, and amendments will also be posted on the District website (<http://www.mrgcd.com>). If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.

G. Procurement Officer

The District Procurement Officer responsible for the conduct of this procurement is listed below with her contact information. All deliveries via express carrier should be addressed to her.

Ms. Jeanette Bustamante, Chief Procurement Officer
Middle Rio Grande Conservancy District
PO Box 581
1931 Second Street SW
Albuquerque, NM 87103
505 247-0235 Ext. 1329
jeanette@mrgcd.com

All inquiries or requests regarding this procurement should be submitted to Procurement Officer in writing as per Section II B-4.

H. Definition of Terms Used in this RFP

Definitions that may be used in this Request for Proposal (RFP), including appropriate abbreviations.

"Close of Business" means 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the given date, Monday through Friday.

"Contract" means a written agreement for the procurement of services.

"Contractor" means a successful Offeror who enters into a binding contract.

"CPO" means Chief Procurement Officer

"Determination" means the written documentation of a decision by the Procurement Officer including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"District" means the Middle Rio Grande Conservancy District.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"MINOR TECHNICAL IRREGULARITIES" means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

"Most Advantageous" This term is taking into consideration the evaluation factors, and will be recommended for award. Serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. The "most advantageous" proposal may or may not have received the most points.

"MRGCD" shall refer to the Middle Rio Grande Conservancy District, Albuquerque, New Mexico.

"Notice of Award" shall mean a formal written notice by the Purchasing Department.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Officer" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Provides" means to supply any/all materials and costs associated therewith.

“Recheck” pertains to electronic vote tabulating systems and means a verification procedure whereby a printout of the electronic record of votes cast in an election is made from each electronic memory device in the electronic vote tabulating system and the results are compared with the results shown on the official returns.

“Recount” pertains to emergency paper ballots, absentee ballots, provisional paper ballots, optical scan paper ballots and any other paper ballot and means a verification procedure whereby the voters’ selections for an office are re-tabulated by feeding the ballots into an electronic vote tabulating system and the voters’ selections on ballots that cannot be read by the system are counted by hand and the results compared with the results shown on the official returns.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“Turn-Key” means complete turn-key election solution for MRGCD Board of Directors Election, including but not limited to the requirements listed in this RFP, for conducting an efficient, professional, transparent election.

“STATEMENT OF CONCURRENCE” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the requirement(s). This statement shall be included in Offerors proposal (E.G. “We concur”, Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

SECTION II CONDITIONS GOVERNING THIS PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

ITEM	ACTION	RESPONSIBILITY	DATE
1.	Issue of RFP	MRGCD	May 14, 2018
2.	Acknowledgement of Receipt Form	Offeror	May 23, 2018
3.	Mandatory Pre-Proposal Meeting	MRGCD/Offeror	May 30, 2018
4.	Submission of Proposal	Offeror	June 13, 2018
5.	Proposal Evaluation	MRGCD	June 14-15, 2018
6.	Selection of Finalists	MRGCD	June 18, 2018
7.	Best & Final Offers	Finalist	June 25, 2018
8.	Interviews/Oral Presentation	Finalists	TBD
9.	Board Discussion/Approval	MRGCD Board	July 9, 2018
10.	Award	MRGCD	July 10, 2018
11.	Protest Deadline	Offeror	15 Days after award

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events.

1. Issue of RFP

This Request for Proposal is being issued by the Middle Rio Grande Conservancy District (MRGCD) on May 14, 2018.

2. Acknowledgement of Receipt Form (Appendix 6)

Offeror should deliver, via facsimile, e-mail, or US mail the “Acknowledgement of Receipt Form for Election Director/Turnkey Election Services RFP. The form should be signed by an authorized representative of the organization, dated and returned by close of business May 23, 2018 4:30 p.m. Mountain Daylight Time.

3. Mandatory Pre Proposal Meeting

A “Mandatory” Pre-Proposal meeting will be held on Wednesday May 30, 2018 at 11:00 AM Mountain Daylight Time at the Middle Rio Grande Conservancy District General Office, 1931 2nd Street SW, Albuquerque, New Mexico 87102. Potential offeror's are encouraged to submit written questions in advance of the meeting to the Procurement Officer (address in Section 1-G above). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the meeting. A public log will be kept of the names of potential Offeror's that attended the pre-proposal meeting.

4. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE ELECTION COMMITTEE NO LATER THAN 11:00 A.M. MOUNTAIN DAYLIGHT TIME ON JUNE 13, 2018. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. A submission may include a response to Proposal I or Proposal II or Proposal III or a combination thereof. Proposals must be addressed and delivered to the Procurement Officer. All proposals must be in individually sealed envelopes and labeled on the outside of the package to clearly indicate that they are in response to the Request for Proposals for Election Director/Management Contractor.

Proposals received after this deadline will not be accepted. Proposals submitted electronically or by facsimile WILL NOT be accepted.

A public log will be kept of the name of all contractor organizations that submitted proposals. Pursuant to § 13-1-116-NMSA 1978, the contents of any proposal shall not be disclosed to competing contractors prior to the contract award.

All proposals shall be mailed to the address below in a sealed envelope marked: **"ELECTION DIRECTOR/TURNKEY ELECTION SERVICES"**.

Ms. Jeanette Bustamante, Procurement Officer
Middle Rio Grande Conservancy District
PO Box 581
Albuquerque, NM 87103-0581
1931 Second Street SW
Albuquerque, NM 87102-4515
505 247-0235 Ext. 1329
Jeanette@mrgcd.com

5. Evaluation of Proposals

The evaluation of proposals will be performed by the evaluation committee. This process will take place June 14 & 15, 2018. During this time, the District may initiate discussions with Offeror's who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT BE INITIATED BY THE OFFEROR.

6. Selection of Finalists for Each Proposal Category

The Evaluation Committee will select finalists June 18, 2018, 2018 for each proposal category. Only finalists will be invited to participate in the subsequent negotiations and procurement process.

7. Best and Final Offers

Finalist may be contacted for clarification of their proposal or may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by close of business on June 25, 2018.

8. Finalists Interview/Oral Presentation - TBD

Evaluation Committee may schedule interviews with the Selected Finalists. Finalists may be required to present their proposals and respond to Evaluation Committee questions. The MRGCD reserves the right to extend the time at its sole discretion.

9. Board Approval

MRGCD Board will take action for approval and award of the Election Director/Management. This contract shall be awarded to the Offeror whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

10. Notice of Award

The Procurement Officer will notify the finalists in writing of the final award on the day following MRGCD Board approval.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1 172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offeror's shall begin on the day following the contract award and will end as of 4:30PM. Mountain Daylight Time on that day. Protests must be written and must contain the name and address of the protestant, the name of this solicitation, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted. The protest must be addressed and delivered as follows:

Ms. Jeanette Bustamante, Procurement Officer/CPO
Middle Rio Grande Conservancy District
PO Box 581
Albuquerque, NM 87103-0581
1931 Second Street SW
Albuquerque, NM 87102-4515
505 247-0235 Ext. 1329
Jeanette@mrgcd.com

C. GENERAL REQUIREMENTS:

This procurement is being conducted in accordance with District and State procurement regulations.

1. Acceptance of Conditions Governing the Procurement:

Offeror must indicate their acceptance of the Conditions Governing this procurement and all amendments to this RFP (if any) in their letter of transmittal of the proposal. Submission of a proposal constitutes acceptance of the Evaluation Factors found directly after each proposal's Detailed Scope of Services.

2. Incurring Cost:

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system if applicable shall be borne solely by the Offeror.

3. Prime Contractor Responsibility:

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the District. The District will make contract payments to only the prime contractor.

4. Subcontractors:

Use of subcontractors must be clearly explained in the proposal, and ALL subcontractors must be identified by name and have current résumé included in the proposal. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals:

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in a transmittal letter that accompanies the amended proposal. District personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal:

Offeror will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror and addressed to Ms. Bustamante. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Procurement Officer.

7. Proposal Offer Firm:

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents:

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, District shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation:

This procurement in no manner obligates the District to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination:

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of the District.

11. Sufficient Appropriation:

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review:

The District requires that all Offeror agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of Ms. Bustamante.

13. Governing Law:

This procurement and any agreement that may result of this RFP process shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal:

Only information supplied by Ms. Bustamante or her designee should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions:

The contract between District and a Contractor will follow the format specified by District and the terms and conditions set forth in the New Mexico State Procurement Code, (Section 13-1-28 through Section 13-1-199 NMSA 1978). However, District reserves the right to negotiate with a successful Offeror for provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract. Should an Offeror object to any of the District's terms and conditions as contained in this Section, that Offeror must provide in written detail his/her objection and proposed alternate language. District may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to District and will result in disqualification of the Offeror's proposal. Offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

All contracts for professional services may be subject to the review and approval of the MRGCD Board of Directors.

16. Offeror's Terms and Conditions:

Offeror must submit with the proposal a complete set of any additional terms and conditions

which they expect to have included in a contract negotiated with District.

17. Contract Deviations:

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between District and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications:

District may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. District will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined by the conditions of this RFP.

19. Right to Waive Minor Irregularities:

District reserves the right to waive minor irregularities. District also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of District.

20. Contractor Representative:

a. Change in Contractor Representatives:

District reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the District, meeting its needs adequately.

b. Change in Subcontractor:

District reserves the right to disqualify a subcontractor at the District's sole discretion.

21. Notice:

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Agency Rights:

District reserves the right to accept or reject all or a portion of an Offeror's proposal.

23. Right to Publish:

Throughout the duration of this procurement process and contract term, contractor must secure from District written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract.

24. Ownership of Proposals:

All documents developed and submitted in response to this RFP shall become the property of the District.

25. Electronic mail address required:

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

26. Use of Electronic Versions of this RFP:

This RFP is available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by District, the version maintained by District shall govern.

SECTION III RESPONSE FORMAT AND ORGANIZATION

A. Responses

As noted above, a submission may include a response to Proposal 1 or Proposal II or Proposal III or a combination thereof as described in Section II B-3.

B. Number of Copies

Offeror shall deliver one original and four (4) identical copies of each/all proposals to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

C. Proposal Format

All proposals must be typewritten or printed on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc. if applicable).

1. Proposal Organization: The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- (a) Letter of Transmittal
- (b) Table of Contents
- (c) Response to Mandatory Specifications
- (d) Completed Cost Response Form
- (e) Response to General Requirements, including the Campaign Contribution Disclosure Form, Conflict of Interest Statement, and Debarment and Suspension Requirement.
- (f) Offeror's Additional Terms and Conditions
- (g) Other Supporting Material
- (h) Mandatory Forms

Within each section of their proposal, Offeror should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in the cost response form.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by an Offeror to provide District with an overview of the technical and business features of the proposal; however, this material may not be used in the evaluation process.

Offeror may attach other materials that they feel may improve the quality of their responses.

2. LETTER OF TRANSMITTAL:

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting organization;
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) explicitly indicate acceptance and understanding of the Conditions Governing the Procurement stated in Section II, Paragraph C.1; Scope of Work, Section IV; and Mandatory Requirements Section VI.
- f) Provide a brief summary of your knowledge and conduct of MRGCD Elections as stated in Section VI
- g) be signed by the person authorized to contractually obligate the organization;
- h) attach copies of Acknowledge of Receipt Form for RFP and any and all amendments.

SECTION IV
SCOPE OF WORK
ELECTION DIRECTOR/TURNKEY ELECTION SERVICES

1.0 Contractors Responsibility:

Contractors are encouraged to examine all sections of this document carefully, in that the degree of interrelationship between sections is high. Contractors will provide all information requested in this RFP. The Election Director will be responsible for the complete conduct of the election until the Election is certified and a formal election exit report is presented to the MRGCD Board of Directors at a meeting that will be scheduled after the election.

2.0 Description of the Proposed Services

- 2.0.1. Complete turnkey election implementation method, equipment, personnel, training, materials, etc. for Absentee, Early Voting and Election Day for the 2019 MRGCD Election.
- 2.0.2. Responsible for contracting and coordinating Early Voting sites in each of the four (4) counties situated within the boundaries of the MRGCD, (Sandoval, Bernalillo, Valencia and Socorro).
- 2.0.3. Establish specific guidelines for Voluntary Campaign Finance Reporting as prescribed in Rule 20.
- 2.0.4. Identify Staff you will provide to conduct procedures and services. List specifically the representative who will be assigned to work directly with MRGCD Election Officer.
- 2.0.5. Calendar/Gantt Chart with Time schedules and/or deadlines. Must conform to statutory requirements and any requirements of MRGCD Rule 20 and MRGCD Election Calendar.
- 2.0.6. Any subcontract services required to complete the work. Proposed subcontractors shall be named along with the scope of work performed.
- 2.0.7. It is the Contractors responsibility to research and meet all mandated statute requirements and MRGCD Amended Rule 20.
- 2.0.8. Agencies, entities or personnel you will contact and/or will need agreements with for facilities, personnel, materials, etc. who are not subcontractors.
- 2.0.9. Facilities you may have available to the District for the function.

3.0 Schedule of Services

Schedule I, Election Director/Management Contract will also be responsible for Schedules II thru V. Describe in detail your proposed services for each Schedule. This RFP will include a copy of Interim Rule 20 and a draft 2019 MRGCD Election Calendar.

- 3.1. SCHEDULE I - ELECTION DIRECTOR / MANAGEMENT CONTRACT
- 3.2. SCHEDULE II - ELECTION PERSONNEL / MANAGEMENT TEAM
- 3.3. SCHEDULE III - ELECTION FORMS / PRINTING
- 3.4. SCHEDULE IV - ELECTION MATERIALS/SUPPLIES

3.5. SCHEDULE V - ELECTION VOTER EQUIPMENT

STATE MANDATED PAPER BALLOT VOTING EQUIPMENT

3.1B SCHEDULE I: ELECTION DIRECTOR

The Election Director will administer all of the 2019 election procedures for the Middle Rio Grande Conservancy District according to all applicable New Mexico Statutes, 2019 amended MRGCD-Rule 20, and approved 2019 MRGCD Election Calendar. Contractor will provide State of New Mexico approved voting equipment needed for the 2019 MRGCD Election.

- 3.1B.1 Shall be responsible for complying with “ALL” mandates of the State of New Mexico Statutes Annotated, Chapter 73, Article 14 and the 2019 amended MRGCD Rule 20, for Absentee, Early Voting and Election Day functions for the 2019 MRGCD Election.
- 3.1B.2 Establish specific guidelines for Voluntary Campaign Finance Reporting, as prescribed in Rule 20.
- 3.1B.3 Provides proofs for accuracy all 2019 election forms. Provides approved forms for presentation and approval to the Board of Directors. Coordinates with subcontractors to meet required deadlines.
- 3.1B.4 Provide a formal demonstration to District of the State Mandated Voting equipment including the Qualified Electors List data base.
- 3.1B.5 Provides notice to all polling facilities and makes arrangements for rental of facilities as necessary.
- 3.1B.6 Provides for all materials necessary for election judges (poll workers) and Absentee and Early Voting Precinct Board.
- 3.1B.7 Provides for hiring, training and monitoring of Early Voting and Absentee personnel, and all Election Judges and alternates.
- 3.1B.8 Provides adequate notice of Early Voting location(s), time and dates, including but not limited to newspaper advertisement, etc.
- 3.1B.9 Provides for training materials and personnel to train election judges (poll workers) and alternates.
- 3.1B.10 Arranges for training facilities as needed
- 3.1B.11 Certified and qualified to certify New Mexico State (NMS) mandated voting machines as required by the New Mexico Secretary of State in preparation for use in the 2019 Election. Copies of training and certification certificates to be included in the proposal.
- 3.1B.11 Is trained and certified for NMS mandated machines used in the election process and provides trained personnel that will prepare any/all software for the 2019 MRGCD election. Copies of training and certification certificates to be included in the proposal.
- 3.1B.12 Provide programming, delivery and pick-up of proposed voting equipment.
- 3.1B.13 Provides for the recording and destruction of unused absentee ballots and issues a

Certificate of Destruction.

- 3.1B.14 Administers drawing of candidates for position on ballots.
- 3.1B.15 Ensures that the Presiding Judge of each MRGCD polling place delivers to him/her a certified copy of the Certificate of Returns.
- 3.1B.16 Delivers a certified copy of the Certificate of Returns to the MRGCD Board of Directors within twenty-four (24) hours.
- 3.1B.17 Arranges electronic transmittal of unofficial tally of results from respective satellite Election Centers to MRGCD Election Central Office after closing of polls.
- 3.1B.18 Provides for presentation graphics or reporting hardware/software election night for tallying, and electronic display of unofficial results to public after polls close
- 3.1B.19 Provides personnel for a Receiving Board to accept return of materials from election judges after polls close.
- 3.1B.20 Attends Special Meeting of the Board of Directors for Official Canvass of Returns on June 7, 2019 at 10:00AM at the MRGCD General Office, 1931 Second St SW, Albuquerque.
- 3.1B.21 Is available in the event of a recount and/or challenge to participate in all challenge procedures for 2019 Election.
- 3.1B.22 In the event of a recount and/or challenge, Offeror must have equipment and personnel available to recount and verify results.
- 3.1B.23 Responsible for making sure that all election material at the polling locations is removed and stored at a secured location.
- 3.1B.24 Coordinate and set-up Early Voting Sites in the four (4) respective counties situated within the MRGCD boundaries.

3.2B SCHEDULE II: ELECTION PERSONNEL

- 3.2B.1 Provides for qualified training personnel for; Early Voting, Poll Workers and Alternates Election Judges training.
- 3.2B.2 Provides for early voting judges and (5) election judges per polling place (3 assigned election judges and 2 alternates) on Election Day.
- 3.2B.3 Provides for (3) trained individuals for Absentee Precinct Board.
- 3.2B.4 Provides for (3) trained individual to serve as Early Voting Precinct Clerk, and Provisional Clerk.

- 3.2B.5 Provides for trained personnel to program, deliver and pick-up all equipment related to conduct of election.
- 3.2B.6 Provides for personnel to serve on a Receiving Board to accept return of materials at Election Center after polls close.
- 3.2B.7 Provides for a person to operate and maintain any other equipment necessary for electronic tally of results at Election Central Office.
- 3.2B.8 Provides for a person to operate computer equipment at Election Central for displaying electronic tally of results. This person will operate presentation graphics program or reporting hardware/software for display of unofficial results to public.
- 3.2B.9 Produce a 2019 Election Procedural Manual, to include all statutory requirements, Rule 20, general procedures, calendar, equipment list, polling locations, personnel training, Absentee and Early Voting information, forms, materials, etc. MRGCD Election Procedural Manual to be completed and provided to the District prior to release of final payment. Contractor shall provide two (2) bound originals.

3.3B SCHEDULE III: ELECTION FORMS

- 3.3B.1 Provides On-Demand Ballots for all polling location for the 2019 Election for each position and respective county.
- 3.3B.2 Provides for all Absentee Voter materials including Absentee Ballots, Instructions to Voter (Spanish and English), Sample Ballots, inner envelopes, outer envelopes and mailer envelopes. Provides Absentee Voter log forms for Absentee Precinct Board. Provides all equipment necessary to stamp receipt of Absentee Ballots.
- 3.3B.3 Provides for all Provisional materials including PROVISIONAL Ballots, Instructions to Voter (Spanish and English), clearly marked PROVISIONAL envelopes for sealing ballots and Provisional log forms. Provides for envelopes marked PROVISIONAL “spoiled ballots”.
- 3.3B.4 Provides for multiple signs to be posted at polling places including notices for electioneering too close to the polling place, penalties for unlawful possession of alcoholic liquors (Spanish and English) and penalties for violating Election Act. Provides and post sufficient directional signs at all polling place facilities as needed.
- 3.3B.5 Provides for distribution to polling locations of Qualified Elector Lists and Pueblo Qualified Elector Lists.
- 3.3B.6 Provides printed Instructions to Judges and printed Instructions to Voters (English and Spanish).
- 3.3B.7 Provides for Certificates of Results of Returns for individual polling places as well as final Certificate of Results of Returns (by county) for delivery of totals to Election Central.

3.4B SCHEDULE IV: ELECTION MATERIALS/SUPPLIES

- 3.4B.1 Provides for materials for Election Judges such as identification badges, pens, pencils, rubber bands, masking tape, scratch pads, etc.
- 3.4B.2 The District will provide ballot bags with locks as necessary. The Contractor will be required to provide extra emergency materials and supplies on Election Day to each polling location, etc. if needed.

3.5B SCHEDULE V: VOTING EQUIPMENT - (NM State Certified Paper Ballot Voting System)

- 3.5B.1. Shall include pre-inspection, preparation, and certification and procedures to be used in conduct of election and compliant with election code.
- 3.5B.2. Provides schedules for securing voting equipment before and after election, programming, transportation, delivery and pickup to assigned polling locations;

SECTION V EVALUATION CRITERIA

A. EVALUATION POINT SUMMARY

The following is a summary identifying points assigned to each item. These weighed factors will be used in the evaluation of the offeror proposals. Only finalists will receive points for an interview/oral presentation.

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements in the RFP. Proposals deemed non-responsive to those requirements will be eliminated from further consideration.
2. District may contact the Offeror for clarification of the proposal as specified in Section II, Paragraph B. 5 and may request an interview with the Offeror.
3. District may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Finalist Offerors may be asked or choose to submit revised proposals for the purpose of obtaining best and final offers. The responsible Offeror whose proposal is most advantageous to District will be recommended for contract award as specified in Section II, Paragraph B. 6. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection.

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

FACTOR	MAXIMUM POINTS
Detail of Scope of Work	20
Knowledge and Experience in Election Management and State of NM Handbook	30
Response to Mandatory Specifications Section V	20
Knowledge of MRGCD Elections	15
Interview/Oral Presentation	5
Knowledge & Actual Experience w/NM Certified Paper Ballot System	10
Adherence to Mandatory Requirements	MANDATORY
Campaign Contribution Disclosure Form	MANDATORY
Conflict of Interest Statement	MANDATORY
Suspension and Debarment Requirement	MANDATORY
Acknowledgement of Receipt Form(s)	MANDATORY

SECTION VI MANDATORY REQUIREMENTS

1. Experience and technical background: Offerors must submit a statement of relevant experience, including experience of any subcontractors. The statement must thoroughly describe how the Offeror has supplied expertise for similar work related to Election Services as described in Section IV.

Offerors should detail in their proposal the last three (3) Elections they have administered, and include detailed description of the services performed. Also include any elections administered that would be for Special Districts

2. Provide a detailed Synopsis of your understanding:
 - a) MRGCD Elections
 - b) NM Secretary of State Election Handbook
 - c) MRGCD Rules
3. References: Proposals must include three (3) references from clients who received similar services. In addition, three (3) references must be submitted for each proposed subcontractor with the following information:
 - a. Name, address, phone number of entity and contact person
 - b. Type of services provided and dates services were provided
4. Offeror Staff Experience: Offerors must submit resumes of all proposed professional staff members who will be performing services under the contract. Resumes for those individuals shall be attached and shall describe the specific relevant experience of the staff members in relation to the role that member will perform of this contract, including the name of the individual and a thorough description of his or her education, knowledge, and relevant experience as well as certifications or other professional credentials.
5. Offerors must identify all proposed subcontractors, the specific task they will be performing under the Scope of Work, the respective principals, and their respective qualification and experience with elections compliance: Offerors must submit a thorough project plan as part of the proposal. At a minimum, the project plan must include a detail of what type of research will be performed to meet all the mandated statutes pertaining to MRGCD elections.
6. Cost: Offerors must propose a firm cost for each Schedules Task on the cost response form in Section VIII. The proposed cost must include any and all expenses and overhead costs. The firm may be required to submit a best and final offer as per Section II B.6. Offerors shall not deviate from the form as provided.
7. Familiarity with MRGCD Board of Directors Election: Offerors must detail their knowledge and experience of MRGCD elections; including actual experience.
8. Offerors must submit in detail their respective knowledge, experience, and certification of the State of New Mexico Secretary of State requirements for voting equipment, and include information when your proposed system was last certified by the Secretary of State.
 - a. New Mexico Certified Paper Ballot System (stipulate make and model of voting equipment, and NM Certification)

9. MANDATORY FORMS:

- a. Campaign Contributions: Offerors must complete and submit the NMDA Campaign Contribution Disclosure Form in Appendix 1.
- b. Debarment and Suspension Requirement: Offerors must complete and submit Debarment and Suspension Form in Appendix 2.
- c. New Mexico Employees Health Coverage, Appendix 4
- d. Conflict of Interest Statement: The Offeror must disclose any contacts, contracts, services rendered, relationships, circumstances or interest between the firms, its consultants, or subcontractors and other clients or MRGCD which may pose a conflict of interest, influence judgment or impair objectivity, or give the appearance of such conflict. Additionally, the Offeror should disclose its client list for all similar work performed during the past (3) years, marking the list "Proprietary and confidential."
- e. Acknowledgement of Receipt Form Appendix 6: Offerors must complete and submit Acknowledgement of Receipt Form for the RFP and any amendments on or before the specified date, and in addition include with your proposal a copy of the completed Acknowledgement of Receipt Form(s).

SECTION VII

MRGCD'S RESPONSIBILITIES

- Will communicate and provide notice to all necessary agencies, including but not limited to the Secretary of State. An Election Officer appointed by MRGCD will be available to consult and assist the Election Director/Contract Management Team.
- The District shall be responsible for producing a Qualified Electors List (QEL) and deliver to Election Director as per NMSA 73-14-20.1.
- Will coordinate and prepare letters to the Six MRG Southern Pueblos, compile and deliver a Qualified Pueblo List to Election Director.
- Will be responsible for payment upon certification from the Election Director; “Only” for those Judges and alternates who attend training and who worked Election Day.
- Will be responsible for any costs associated with contracting of polling locations.

SECTION VIII COST RESPONSE FORM

The Offeror listed below submits the following firm price for Election Director as outlined in this RFP for the District:

COST RESPONSE FORM

TASKS	TASK TOTALS
Schedule I: 3.1B (3.1B.1 through 3.1B.25)	\$
Schedule II: 3.2B (3.2B.1 through 3.2B.9) Provide Detailed Break Down of Staff Including Costs	\$
Schedule III: 3.3B (3.3B.1 through 3.3B.7)	\$
Schedule IV: 3.4B (3.4B.1 through 3.4B.2)	\$
Schedule V: 3.5B (3.5B.1 through 3.5B.2)	\$
Election Day Voting Centers 1- 25	\$
Election Day Voting Centers 26- 50	\$
Election Day Voting Centers 51-100	\$
Sub-Total	\$
Gross Receipts Tax	\$
TOTAL PROPOSAL	\$
COMPANY:	
ADDRESS:	
TELEPHONE NO:	
E-MAIL ADDRESS:	
SUBMITTED BY:	
Print then sign	
TITLE:	DATE:

**NOTICE
TO ALL OFFERORS**

THIS IS A REMINDER THAT THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT IS NOT RESPONSIBLE FOR RECEIPT OF UNTIMELY BIDS OR PROPOSALS WHETHER THE DELAYS ARE DUE TO UNTIMELY DELIVERY BY PUBLIC OR PRIVATE (POSTAL OR PERSONAL) DELIVERY SERVICE. THEREFORE, WE ASK YOU TO PLEASE MAKE APPROPRIATE ARRANGEMENTS TO HAVE YOUR BIDS OR PROPOSALS IN BY THE DEADLINE DATE AND TIME AS DESIGNATED ON THE BID OR PROPOSAL.

APPENDIX 1

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

“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 bids and ending with the award of the contract or the cancellation of the request for bids.

“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 bid process set forth in the Procurement Code or is not required to submit a competitive sealed bid 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 MRGCD Public Official(s)”
(Derrick Lente, John Kelly, Karen Dunning, Joaquin Baca, Beverly Dominguez Romero, Valerie Moore, and Glen Duggins)

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable MRGCD Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (position)

APPENDIX 2
SUSPENSION AND DEBARMENT REQUIREMENT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT
AND OTHER RESPONSIBILITY MATTERS**

The entering of a contract between Middle Rio Grande Conservancy District (MRGCD) and the successful Bidder pursuant to this procurement process is a “covered transaction,” as defined by 45 C.F.R. Part 76. MRGCD’s contract with the successor Bidder shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Bidders must provide as a part of their bid a certification to MRGCD in the form provided below. Failure of a Bidder to furnish a certification or provide such additional information as requested by the Procurement officer for this RFB will render the Bidder non-responsible. Furthermore, the Bidder shall provide immediate written notice to the Procurement officer for this RFB if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although MRGCD may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Bidder in paragraph (a), below, is a material representation of fact upon which MRGCD will rely when making a contract award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to MRGCD, MRGCD may terminate the contract resulting from this request for bids for default.

The certification provided by the Bidder in paragraph (a), below, will be considered in connection with a determination of the Bidder's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Bidder's bid for nonresponsibility and the withholding of an award under this RFB. If the Bidder's certification indicates that that any of the items in paragraph (a), below, exists, the Bidder shall provide with its bid a full written explanation of the specific basis for, and circumstances connected to, the item; the Bidder's failure to provide such explanation will result in rejection of the Bidder's bid. If the Bidder's certification indicates that that any of the items in paragraph (a), below, exists, MRGCD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if MRGCD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will MRGCD award a contract to a Bidder if the requested exception is not granted for the Bidder.

(a)(1) By signing and submitting a proposal/bid in response to this RFB, the Offeror/Bidder certifies, to the best of its knowledge and belief, that:

(i) The Offeror/Bidder and/or any of its Principals-

- (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;
- (B) Have have not , within a three-year period preceding the date of the bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;
- (D) Have have not within a three-year period preceding the date of bid, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and
- (E) Have have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. §1320a-7.

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. §76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used in the certification, such as *covered transaction*, *debarred*, *excluded*, *exclusion*, *ineligible*, *ineligibility*, *participant*, and *person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

BIDDER: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

APPENDIX 3

**RESIDENT BUSINESS AND/OR RESIDENT VETERANS BUSINESS
CERTIFICATION**

(As per NMSA 1978 13-1-22)

RESIDENT BUSINESS CERTIFICATION

Offeror/Bidder's Company Name: _____

Resident Business Certificate Number: _____

Expiration Date: _____

Offeror/Bidder "must" include a copy of Resident Business Certificate with their bid

RESIDENT VETERAN'S BUSINESS CERTIFICATION

Offerors/Bidder's Company Name: _____

Resident Veteran's Business Certificate Number: _____

Offeror/Bidder must include copy of Resident Veteran's Business Certificate with their bid.

Bidder/Offeror submitting a Resident Veteran's Business Certificate must also complete the following certification of prior year's revenue.

Resident Veterans Preference Certification

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

Please check one box only

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

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or bid. 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 NM General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31st the following to be a 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 Section 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 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 statement 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 termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX 4

NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

By signing below, Bidder agrees to be bound by the terms stated in this form:

Signature of Bidder: _____ Date: _____

APPENDIX 5

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of Interest Disclosure" A disclosure of clients represented and a formal statement of whether there is any real or perceived conflict of interest in representing the issues and advocacy for the MRGCD, addressing whether or not any conflict of interest exists between this project and other past or on-going projects, including any projects currently being conducted.

B. "Person" includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The Consultant or Sub consultant warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail):

E. The Consultant or Sub consultant agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the consultant or sub consultant shall immediately make a full disclosure in writing to the chief procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the consultant or sub consultant has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest.

The undersigned further states that the firm or individual submitting a proposal/bid is not in violation of any applicable Conflict of Interest laws or regulations, etc.

Date: _____

By: _____
(Authorized Representative)



APPENDIX 6



ACKNOWLEDGEMENT OF RECEIPT FORM

**REQUEST FOR PROPOSAL
ELECTION DIRECTOR AND TURNKEY ELECTION SERVICES**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page, and ending with Appendix 6.

The "Acknowledgement of Receipt Form" should be signed and returned to the Chief Procurement officer no later than May 23, 2018 only potential offeror's who elect to return this form completed with the intention of submitting a proposal will receive amendments, in the event any are issued. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFB, and the potential offeror's organization name shall not appear on the distribution list.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm Does / Does Not intend to respond to this Request for Proposal.

(circle one)

Jeanette Bustamante, Chief Procurement Officer/CPO
Middle Rio Grande Conservancy District
1931 Second Street, SW
Albuquerque, New Mexico 87102
Phone: 505-247-0234
E-mail: jeanette@mrgcd.us