

MIDDLE RIO GRANDE CONSERVANCY DISTRICT



REQUEST FOR BID FOR AUTOMATION OF 72” CANAL GATES

**DEADLINE FOR RESPONSE
DECEMBER 5TH, 2022
10:00 A.M.**

COMMODITY CODE; 12041

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**

I INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR BID (RFB)

The Middle Rio Grande Conservancy District is seeking Sealed Bids to provide automation for canal gates. A new outfall to the Rio Grande River is being constructed from a drainage canal 35 miles south of the City of Socorro. This outfall will consist of three-72” gated pipes and will be installed in the winter of 2023. The gates on the pipes once they are installed, will provide remote control and monitoring of the water that will outfall from the drainage canal to the Rio Grande River. The outfall project is temporary in nature and the installation of the automation equipment must be temporary as well. It is expected that once the outfall is removed the automation equipment can also be removed and installed on another similarly sized gate.

B. SUMMARY SCOPE OF WORK

MRGCD is looking for a vendor to provide all necessary equipment, hardware, labor and install for working automation for Quantity three (3) 72” canal gates near Socorro New Mexico.

C. BID GUIDELINES

The RFB represents the conditions for an open and competitive process as required by the State of New Mexico and the MRGCD. Bids will be accepted until **10:00 a.m. MST December 5th, 2022.**

Any bid received after this date and time will be rejected. All bids must be signed by an official representative authorized to sign on behalf of the company.

All costs must be itemized and include all costs applicable to meet the requirements of this RFB.

D. PROCUREMENT MANAGER

The MRGCD has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

Richard DeLoia, Procurement Manager
Middle Rio Grande Conservancy District
1931 Second Street, SW
P.O. Box 581
Albuquerque, NM 87103
(505) 247-0234
richard@mrgcd.us

E. MANDATORY REQUIREMENTS AND SPECIFICATIONS

1. **The gates shall be completely tested and operating before May 1, 2023.**

**II
CONDITIONS**

This section of the RFB contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

A. EXPLANATION OF EVENTS

1. Issue of RFB

This RFB is issued by the MRGCD in accordance with the provision of Section 13-1-21 through 13-1-199 NMSA 1978. A distribution list of those who received the RFB will be maintained throughout the procurement process and will become part of the procurement file.

2. Acknowledgement of Receipt Form

Bidders should deliver, via facsimile, e-mail, or US mail, the “Acknowledgement of Receipt Form”. The form should be signed by an authorized representative, dated and returned by close of business Wednesday November 23, 2022.

3. Submission of Bids

ALL BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 10:00 A.M. MOUNTAIN (STANDARD/ DAYLIGHT) TIME ON **DECEMBER 5TH, 2022**. Bids received after this deadline will not be accepted. The date and time will be recorded on each Bid. Bids must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Bids must be sealed and labeled on the outside of the package to clearly indicate in response to the “**AUTOMATION OF GATES**” Request for Bid. Bids submitted by facsimile or Email will **NOT** be accepted.

4. Evaluation of Bids;

Bids will be evaluated by the District office using the criteria as listed in this Request for Bid. During the evaluation process, the District may seek additional clarification from offerors.

All bids received by the deadline will be evaluated by MRGCD staff. Evaluation made by MRGCD staff will not be made public until after the selection process is complete.

Evaluation criteria as follows:

- | | |
|---|-----|
| 1. Bid Amount | 40% |
| 2. Compliance to Bid Specs, and RFB Mandatory Requirement | 50% |

3. Mandatory Forms (Appendix 1, 2 & 3 if Applicable) 10%

Selection of offeror

The Contractor selected to provide the materials will be notified along with those not selected in writing.

5. Award

The winning bidder will be notified the week of December 5th and PO will be issued after Board Approval on December 12, 2022. In the event that mutually agreeable terms cannot be reached, the MRGCD reserves the right to finalize with the next most advantageous bid without undertaking a new procurement process.

6. Protest Deadline

Any protest by a bidder must be timely and in conformance with § 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive bidders shall begin on the day following the award. Protests must be written and must include the name and address of the protestor and the request for Bid name or number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must be delivered to the Middle Rio Grande Conservancy District at the address below:

Richard DeLoia, Chief Procurement Officer
Middle Rio Grande Conservancy District
1931 Second Street, SW
P.O. Box 581
Albuquerque, NM 87106-0581

Protests received after the deadline will not be accepted.

B. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the Procurement Code regulations, 1.4.1 NMAC

1. Acceptance of Conditions Governing the Procurement

Bidders must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a Bid constitutes acceptance of the Evaluation Factors contained in Section V of this RFB.

2. Incurring Cost

Any cost incurred by the bidder in preparation, transmittal, presentation of any Bid or material submitted in response to this RFB shall be borne solely by the bidder.

3. Prime Contractor Responsibility

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

4. Amended Bids

An amended Bid can be submitted before the deadline for submission of Bids. Such amended Bids must be complete replacements for a previously submitted Bid and must be clearly identified as such in the transmittal letter. The MRGCD personnel will not merge, collage, or assemble Bid materials.

5. Bidder's Rights to Withdraw Bid

Bidders will be allowed to withdraw their Bids at any time prior to the deadline for receipt of Bids. The bidder must submit a written withdrawal request signed by the duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.

6. Bid Offer Firm

Responses to this RFB, including Bid prices, will be considered firm for ninety (90) days after the due date for receipt of Bids.

7. Disclosure of Bid Contents

Bids and documents pertaining to the Bids will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a Bid on which the bidder has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the Bid in order to facilitate eventual public inspections of the non-confidential portion of the Bid. Confidential data are normally restricted to confidential financial information concerning the bidder's organization and data that qualify 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 a bidder has made a written request for confidentiality, the Procurement Manager shall examine the bidder's request and make a written determination that specifies which portions of the Bid should be disclosed. Unless the bidder takes legal action to prevent the disclosure, the Bid will be so disclosed. The Bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

8. Termination

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

9. Sufficient Appropriation

Any contract awarded as a result of the RFB 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 MRGCD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

10. Legal Review

The MRGCD requires that all bidders agree to be bound by the General Requirements contained in this RFB. Any bidder concerns must be promptly brought to the attention of the Procurement Manager.

11. Governing Law

This procurement and any agreements shall be governed by the terms and conditions of the MRGCD.

12. Basis for Bid

Only information supplied by the MRGCD in writing through the Procurement Manager or in this RFB should be used as the basis for the preparation of Bids.

13. Contract Terms and Conditions

MRGCD "Draft" Contract Terms and Conditions will be made available during contract negotiations.

14. Contract Deviations

Any additional terms and conditions that may be subject of negotiation will be discussed only between the MRGCD and the awarded bidder.

15. Bidder Qualifications

The Evaluation committee may make such investigations as necessary to determine the ability of the bidder to adhere to the requirements specified within this RFB. The Evaluation committee will reject the Bid who is deemed not a responsible bidder or fails to submit a responsive offer as defined in §13-1-82 and §13-1-84 NMSA 1978.

16. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Bids fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

17. Notice

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

18. MRGCD Rights

The MRGCD reserves the right to accept all or a portion of a Bid

19. Right to Publish

Throughout the duration of this procurement process and contract term, potential bidders, and contractors must secure from the MRGCD 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. Failure to adhere to this requirement may result in disqualification of the Bid or termination of the contract.

IV. MANDATORY BUSINESS SPECIFICATIONS

1. RFB MANDATORY REQUIREMENTS:

- a. Bidder must provide documentation as New Mexico authorized dealer/distributor for items bid, established for a minimum of 5 years.
- b. Bidder may be required to provide a hands-on operations demonstration of unit being offered. Any costs incurred for this demonstration shall be solely at the expense of the bidder not the MRGCD.
- c. Bidders must also include 3 references including all specific contact information for customers who have purchased a similar product.

V.
SCOPE OF WORK

Bidders that require a site visit or to look at the Gates please contact Procurement Manager to schedule

The MRGCD is soliciting requests for Bids for the purpose of automating 3 (three) 72" Ø Waterman AC-31 Canal Gates (Waterman gates). Bids must include all costs for equipment, materials, and installation. The outfall project is temporary in nature and the installation of the automation equipment must be temporary as well.

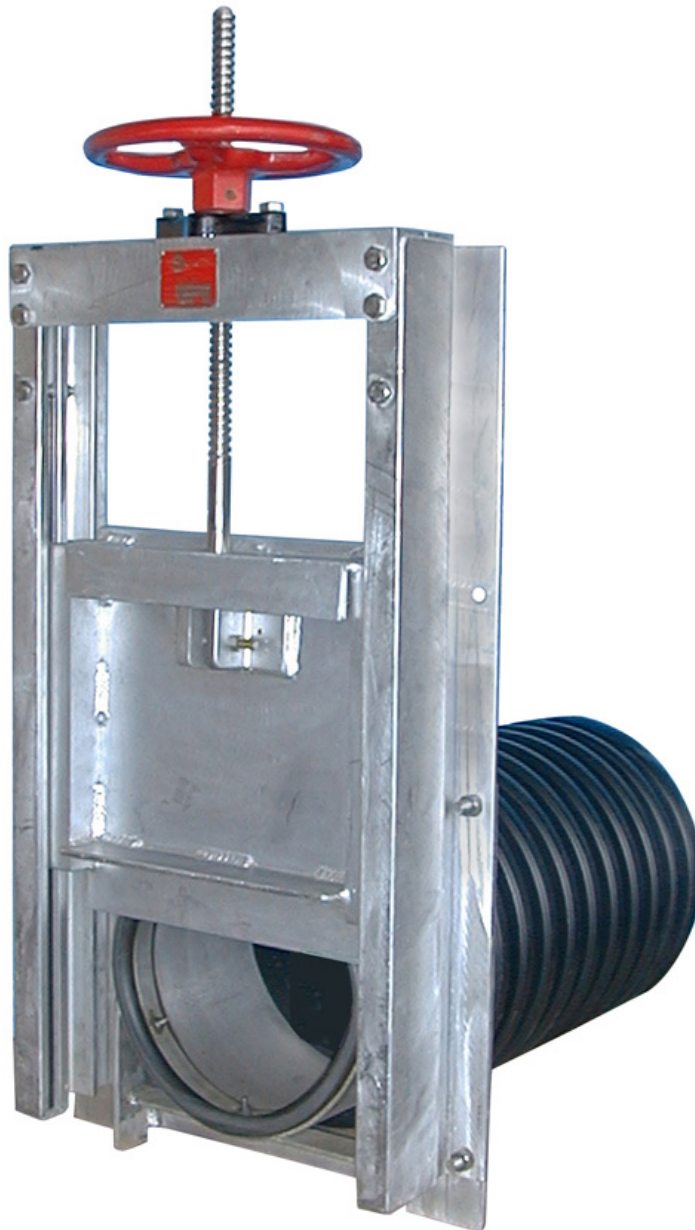
Automation must include the following equipment and features:

- 3 (three) gate actuators with limit switches
- Wiring panel with relays and overload protection
- Manual and automatic control
- Local and remote control
- Programmable radio telemetry unit(s) with:
 - UHF enabled programmable input/output radio telemetry
 - Modbus compatible with read and write capability
 - Programmed for level and flow control (ability for the gates to meet downstream flow setpoints or upstream water surface elevation setpoints)
- Gate position sensors for each gate and water surface elevation sensors (upstream and downstream)
- 3 element, 7db gain radio antenna
- Power source-solar panel and batteries including charge controller
- Weather resistant locking enclosures for the actuators, radio telemetry unit, batteries, wiring panel

***Location**

Low Flow Conveyance Channel, 35 miles south of the City of Socorro, New Mexico.

Picture of Gates to be Automated



COST RESPONSE AUTOMATION OF GATES

PLEASE ADD LINES AS NEEDED OR ATTACH YOUR OFFICIAL COMPANY QUOTE



**MIDDLE RIO GRANDE CONSERVANCY DISTRICT
P.O. BOX 581
ALBUQUERQUE, NEW MEXICO 87103**



SEALED BIDS, subject to the conditions on the reverse hereof, will received at this Office until 10:00 o'clock a.m. December 5th, 2022, and then publicly opened, for furnishing the following supplies, and / or services.

Richard DeLoia, Chief Procurement Officer

ITEM NO.	ARTICLE OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT TOTAL
1.				\$	\$
2.				\$	\$
	TOTALS				\$

In compliance with foregoing invitation for bids, and subject to all conditions on page 2 hereof, the undersigned offers and agrees, that pricing for this bid shall be good for _____ days from date of the opening, to furnish any or all of the items, at the price set opposite each item, and, unless otherwise specified, delivery shall be _____ days after receipt of order

BIDDER _____ DATE _____

ADDRESS: _____ CITY _____ STATE _____

ZIP CODE: _____ PHONE # _____ EMAIL _____

RFB/RFP COMPLIANCE

IN THE INTEREST OF FAIRNESS AND SOUND BUSINESS PRACTICES, IT IS MANDATORY THAT YOU STATE ANY EXCEPTIONS.

IF BID OR PROPOSAL DOES NOT MEET OR EXCEED THE REQUIREMENTS, OR IF ANY DEVIATIONS EXIST, BIDDER/OFFEROR MUST DETAIL SPECIFICALLY BELOW. (ATTACH SEPARATE SHEET IF NECESSARY):

**I MEET REQUIREMENTS _____ I DON'T MEET REQUIREMENTS _____
(Must Check One)**

NAME _____

TITLE _____

NOTICE
TO ALL BIDDERS/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 “B”

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

Campaign Contributions – 1 of 3

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 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 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 MRGCD Public Official(s)”
(Karen Dunning, John Kelly, Joaquin Baca, Glen Duggins, Barbara Baca, Stephanie Russo Baca and Michael T. Sandoval)

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 “C”
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 Offeror pursuant to this RFB is a “covered transaction,” as defined by 45 C.F.R. Part 76. MRGCD’s contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Offerors must provide as a part of their proposals a certification to MRGCD in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFB will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFB if, at any time prior to contract award, the Offeror 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 Offeror 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 Offeror 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 Offeror in paragraph (a), below, will be considered in connection with a determination of the Offeror's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Offeror's proposal for nonresponsibility and the withholding of an award under this RFB. If the Offeror's certification indicates that that any of the items in paragraph (a), below, exists, the Offeror shall provide with its proposal a full written explanation of the specific basis for, and circumstances connected to, the item; the Offeror's failure to provide such explanation will result in rejection of the Offeror's proposal. If the Offeror'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 an Offeror if the requested exception is not granted for the Offeror.

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

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

Suspension & Debarment Page 2 of 2

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;

Suspension & Debarment Page 1 of 2

(B) Have have not , within a three-year period preceding the date of the Offeror's proposal, 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 Offeror's proposal, 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 is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

Suspension & Debarment Page 2 of 2

APPENDIX “D”

RESIDENT BUSINESS AND/OR RESIDENT VETERANS / NATIVE AMERICAN RESIDENT BUSINESS CERTIFICATION

To ensure adequate consideration and application of 13-1-21 NMSA (as amended), Consultant must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference / Native American Resident Business to receive a resident business, Native American resident business, resident veteran business or Native American resident veteran business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor, Native American resident contractor, resident veteran contractor or Native American resident veteran contractor preference pursuant to Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business, issued by the taxation and revenue department. Qualifications for preference stated in 13-1-22.

- Resident Business Certificate

- Resident Veterans / Native American Resident Certificate

RESIDENT BUSINESS CERTIFICATION
(Copy of Certificate to be included)

Offeror's Company Name: _____

Resident Business Certificate Number: _____

Expiration Date: _____

**RESIDENT VETERAN'S / NATIVE AMERICAN BUSINESS
CERTIFICATION**

Consultant's Company Name: _____

Resident Veterans/Native American Business Certificate Number: _____

Consultant must include copy of Resident Veteran's Business Certificate with their proposal.

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

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

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 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 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

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 is not in violation of any applicable Conflict of Interest laws or regulations, etc.

Date: _____

By: _____

(Authorized Representative and Affiant)

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: _____