

MIDDLE RIO GRANDE CONSERVANCY DISTRICT



REQUEST FOR BID

FOR:

UNIFORMS

DEADLINE FOR RESPONSE:

**Wednesday May 3, 2023
10:00 A.M.**

COMMODITY CODES; 20070,20074,20085,20086,20092

PREPARED BY:

Ricardo Varela, Purchasing Agent
Middle Rio Grande Conservancy District
P.O. Box 581
Albuquerque, New Mexico 87103
(505) 247-0234

I. GENERAL INFORMATION

- A.** The Middle Rio Grande Conservancy District (MRGCD) will be accepting Sealed Bids for Uniforms. **The term of the contract shall be one year with the option for three (3) additional successive one-year terms, with the same terms and conditions as stated on the original bid and shall not exceed four (4) years.**

The service of this contractor or any part thereof shall not be, reassigned, transferred or sub-contracted without prior written, consent and approval from the MRGCD.

II. TIME-PLACE-AWARD

- A.** All bids must be made on official bid forms, in the manner prescribed in these specifications.
- B.** Envelopes shall be clearly marked "**Uniforms Bid**" in the lower left-hand corner. The filing date and time marked or stamped on bid envelope by MRGCD shall be conclusive evidence of the date and time the proposal was filed.
- C.** Bids may be mailed, but to be considered, must be received on or before 10:00 a.m., May 3, 2023.

**Middle Rio Grande Conservancy District
Ricardo Varela, Purchasing Agent
1931 Second Street, SW 87102
P.O. Box 581
Albuquerque. NM 87103
(505) 247-0234**

- D.** A bid may not be modified or withdrawn after 10:00 a.m., May 3, 2023.
- E.** All bids received will remain sealed and unopened until the opening time started.
- F.** MRGCD will analyze all bids based on the information provided with your RFB.

III. MULTIPLE BIDS:

Multiple bids from one vendor will not be accepted and may be deemed nonresponsive.

IV. BID AMENDMENT:

If it becomes evident that this bid must be amended the Purchasing Department will issue a formal written Amendment to all prospective Bidders. If deemed necessary, a new submission date will be established.

V. EVALUATION OF BIDS:

Bids will be evaluated by the District office using the criteria listed below. During the evaluation process, the District may seek clarification from bidders.

1. Cost
2. Compliance to Specifications
3. Delivery
4. Bid forms

VI. INFORMATION TO BIDDERS:

All bids must be signed by an authorized representative of the company.

All bids must be F.O.B. Destination, 1931 Second Street SW, Albuquerque N.M.

All bids shall include information and literature pertaining to the specifications and pictures of product bidding.

Payment to supplier will be made after receipt and acceptance of uniforms.

SELECTION OF BIDDER

The Bidder selected to provide the materials and those not selected will be notified in writing by the MRGCD.

CONTRACT DOCUMENTS

The successful bidder shall be obligated to enter into a written contract with MRGCD within 30 days of award.

CANCELLATION

This proposed contract can be canceled by either party without penalty with seven (7) days written notice.

Distribution of Uniforms

Packaging: All orders will be placed by “Divisions” or “schedules”. Therefore, “ALL” shirts, jackets, hoodies, overalls, baseball caps, etc. must be individually packaged and identified for each respective Schedule.

Delivery: Vendor “Must” provide at minimum 48-hour notice prior to delivery of an order. When scheduling deliveries, the MRGCD contact will be Ricardo Varela at (505) 247-0234.

Failure to comply with the Packaging and Delivery requirements may result in rejection of the shipment.

Schedule I
Albuquerque Division

Schedule II
Belen Division

Schedule III
Cochiti Division

Schedule IV
Socorro Division

Schedule V
ER&T

Schedule VI
Engineering/Hydrology Dept

Schedule VII
General Office

**MINIMUM SPECIFICATIONS
FOR
WORK SHIRTS, COVERALLS,
POLO SHIRTS & BASEBALL CAPS**

Work shirts: Men's 65% polyester 35% poplin, w/soil release. Long sleeve with (6) button front, (2) pockets with buttons. Machine washable, minimum color loss with three-color screen-print MRGCD Emblem on left side above pocket or Three (3) color Screened print MRGCD emblem. Sizes Small- 5XLarge.

Work shirts: Flame Resistant: 7 oz., 100% cotton with flame resistant finish, long sleeve (6) button front, (2) pockets with buttons. With Three-color screen-print MRGCD emblem on left side above pocket or Three (3) color Screened print MRGCD emblem. Sizes Small-5XLarge.

Polo Shirts: (Field) Men and Women's, long sleeve & short sleeve 5.5 oz. min. good quality, 50 cotton / 50 poly mix, three buttons with fashion knit anti-curl collar, Fade, Wrinkle, Stain and Pile resistant, Rib arm cuff with left chest pocket. Three (3) color screened print MRGCD emblem. Sizes Small - 5X Large.

Coveralls: 100% cotton two-way front zipper, bi swing back, faced cuff with snap closer, snap take-ups at bottom of legs. Three color screen print MRGCD emblem on left side above pocket or Three (3) color with embroidered MRGCD emblem. Sizes 34 - 60.

Coveralls: Flame Resistant: 9 oz., 100% cotton twill coverall with flame resistant finish. Two - way concealed brass zipper with gripper at the neck. Two front pockets, two flapped hip pockets, rule pocket and side vent openings with Three-color screen-print MRGCD emblem on left side above pocket or Three (3) color with embroidered MRGCD emblem. Sizes 34 - 60.

Office button up shirts: "Oxford" type, button up, "Oxford" weave fabric, Button down collar, Long Sleeve & Short sleeve, Sizes Small – 5XL. Various color combinations; Three (3) color embroidered MRGCD emblem.

Polo Shirts: (Office) Men and Women's, long sleeve & short sleeve, 5 to 7oz. excellent quality, Poly cotton mix, three buttons with fashion knit anti-curl collar, Fade, Wrinkle, Stain and Pile resistant, Rib arm cuff with left chest pocket and without. Three (3) color embroidered MRGCD emblem. Sizes Small - 5X Large.

T-Shirts: Short & long sleeve, cotton or cotton mix, 6 oz minimum, NO pocket, good quality, with three-color screen-print MRGCD Emblem on left side chest, Small – 5XL.

T-Shirt: Long sleeve, 3.8 oz minimum, Lightweight, breathable, moisture-wicking, neon green, NO pocket, 1 color screen-print MRGCD emblem on left side chest and 1 color upper back MRGCD emblem, sizes small – 5XL.

Sweatshirts Hooded: Two-way zipper, Hooded Fleece, Two front pockets, Three color screen -print MRGCD emblem, Navy Blue color, Sizes small – 5Xlarge.

Jackets: Hood detachable or concealable style, zip up front, Type R Class 3 Economy Waterproof Insulated Bomber Jacket -
Neon yellow top and black bottom, removeable liner, 1 color MRGCD emblem on left side chest and 1 color MRGCD emblem on the upper back, sizes small – 5XL.

Jackets: Hooded attached and non-hooded collared style, zip up front, rain resistant outer material, (Does not have to be waterproof just water resistant,) “Carhartt” firm duck material style or equal”. Light lining inside jacket, not too heavy of a jacket, Three (3) color embroidered MRGCD emblem, Sizes Small – 5XLarge.

Baseball Caps: Cotton with solid back cap and/or mesh, adjustable strap back, for snug fit, low profile, with embroidered MRGCD emblem. One Size fits all. Two tone bill and solid colors. (Otto style 19-251 or exact equivalent)

Baseball Caps: 65/35 poly/cotton front poly back, low profile mesh back cap, with adjustable strap back for snug fit, quick drying sweatband with embroidered MRGCD emblem. One Size fits all. (Otto style 83-1239 or exact equivalent)

Three (3) color emblem to be included in price of uniforms.

Screen Print and Embroidered emblems, three (3) color fill in order must be accessible during the full year of contract.

Color of all uniforms and caps will be determined after award on per order basis.

**SAMPLES WILL BE REQUIRED AND “MUST” BE PROVIDED.
SAMPLES WILL BE REVIEWED WHEN BIDS ARE EVALUATED**

Estimated Employee Uniform

The total number of eligible employees for Uniforms is 220. Style of uniform varies on what position they have. These numbers will fluctuate as personnel leave or new jobs are added.



COST RESPONSE FORM

DESCRIPTION ITEM	COST EACH
Work Shirt	\$
Work Shirt Flame Resistant	\$
Polo Shirt (Field)-Short sleeve	\$
Polo shirt (Field) – Long sleeve	\$
Coveralls	\$
Coverall, Flame Resistant	\$
Office button up oxford style shirts – Short Sleeve	\$
Office button up oxford style shirts – Long sleeve	\$
Polo Shirts (Office) – Short sleeve	\$
Polo shirts (Office) - Long sleeve	\$
T-shirts Long sleeve	\$
T-shirts Long sleeve Neon Yellow	\$
Sweatshirts Hooded w/Front Zipper	\$
Jackets Waterproof Neon Yellow	\$
Jackets Hooded	\$
Jackets Collared	\$
Baseball Cap solid back	\$
Baseball Cap mesh back	\$

****** SAMPLES OF ITEMS BID WILL BE REQUIRED FOR THE EVALUATION PROCESS******

VENDOR INFORMATION

COMPANY NAME:

ADDRESS:

TELEPHONE #

E-MAIL ADDRESS:

CONTACT:

PLEASE PRINT

Date:

SIGNATURE

TERMS AND CONDITIONS

It is mandatory that the Bidder document any exceptions to the specifications as stated on this Proposal. In a case that materials received do not meet the required specifications, the District will demand that the supplier correct the error at his/her expense. It is necessary that the replacement or modifications be carried out in a timely manner as specified by the District.

The District reserves the right to reject any and all proposals, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any items in the bid. In case of error in the extension of prices in the bid, the unit prices will govern. Proposals will only be considered on each item separately unless otherwise specified by the District.

Upon renewal of the contract, it will be the responsibility of the contractor to indicate if a price increase is applicable. Increase shall not exceed 5% annually, regardless of change on colors or style of uniforms.

Time in connection with discounts offered, will be computed from date of the delivery of the supplies and or service completions, or from date correct bill or voucher properly certified by the contractor is received. Discounts will be based on the invoice price unless otherwise specified in the proposal.

In case of default of the contractor, the District may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

Two percent (2%) per day liquidated damages will be assessed against the contractor for each day required in excess of contract delivery dates. This applies to deliveries on all schedules.

No officer or employee of the District or public officer of the District shall be admitted to any share or part of this contract or any benefit that may arise there from, directly or indirectly, unless it be made a corporation for its general benefit.

Time is an important factor in placing this order and the District reserves the right to cancel all items not shipped within period agreed by bidder.

BID CONDITIONS

1. The District reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern. Bids will only be considered on each item separately unless otherwise specified by the district.
2. Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher properly certified by the contractor is received in the latter date is later than the date of delivery. Discounts will be based on invoice price unless otherwise specified on bid.
3. In case of default on the contractor, the District may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
4. No director, officer or employee of the District shall be admitted to any share or part of this contract or to any benefit that may arise therefore, directly, or indirectly, unless it is made with a corporation for its general benefit.
5. Time is an important factor in the placing of this order and the District reserves the right to cancel all items not shipped within the period agreed by bidder.

INSTRUCTION TO BIDDERS

1. Samples of items, when required, must be furnished free of expense, prior to the opening of bids, and, if not destroyed will upon receipt, be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified with packing included.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items, the bidder shall so state.
4. If the items bid has a trade name or brand, such trade name or brand must be stated in the bid.
5. To ensure prompt payment, bills should be certified as follows: "I certify that the above bill is correct and just, and that payment therefore has not been received."

NOTE: In general, this form is adaptable for use whether a formal contract is required or not.

**NOTICE
TO ALL BIDDERS**

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.

THANK YOU,

**RICARDO VARELA
PURCHASING AGENT**

**REQUEST FOR BID
COMPLIANCE**

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

IF BID DOES NOT MEET OR EXCEED THE REQUIREMENTS OF THE RFB OR ANY DEVIATIONS EXIST, BIDDER MUST DETAIL EXCEPTIONS BELOW. (USE A SEPARATE SHEET IF NECESSARY):

I MEET REQUIREMENTS _____ DON'T MEET REQUIREMENTS _____

MUST CHECK (✓) ONE

NAME: _____

TITLE: _____

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 filled 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.

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 proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

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

“Name(s) of Applicable 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 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 Offeror pursuant to this RFP 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 RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP 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 proposals 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 non-responsibility and the withholding of an award under this RFP. 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 RFP, the Offeror certifies, to the best of its knowledge and belief, that:

(i) The Offeror 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 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.

BIDDER: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

APPENDIX NO. 3

**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.

Consultants 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 December31st the following t 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://insurenewmexico.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, Offeror agrees to be bound by the terms stated in this form:

Signature of Offeror: _____ 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 procurement manager 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)