

REQUEST FOR BID
FOR
GRAVEL AND DIRT MATERIAL

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
1931 SECOND STREET, S.W.
ALBUQUERQUE, NEW MEXICO 87102
(505) 247-0234



DEADLINE FOR RESPONSE

May 21, 2025
10:00 A.M.

COMMODITY CODE; 59563

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

The Middle Rio Grande Conservancy District (hereafter referred to as District) will be accepting Sealed Bids for one-year Multi-Award Contract for Hauling & Delivering Materials / Provide Emergency Services / After Hours for the following Schedules. Schedule I, Albuquerque Division; Schedule II, Cochiti Division; Schedule III, Belen Division; and Schedule IV Socorro Division.

1. A. Release of Bid: May 2, 2025
- B. Deadline for Submission; 10:00 A.M.,
Wednesday May 21, 2025
- C. Acknowledgement of Receipt forms deadline
by C.O.B. May 15, 2025.

One (1) original and (1) copy of the bid and supporting documentation and mix design for specified material shall be submitted with your bid. Bids must be in the format specified. Bids must be signed, and the authority of the individual signing must be stated on the bid.

The deadline for receipt of bids shall be May 21, 2025, no later than 10:00 a.m. Bids will be stamped upon receipt. Please mail or hand deliver Bids. **No Bids will be accepted by electronic transmission,**

All bids shall be submitted in a sealed envelope marked **Gravel & Dirt Materials**

All bids shall be delivered to and received by:
Middle Rio Grande Conservancy District
Mr. Ricardo Varela, Purchasing Agent
1931 Second Street, S.W.
Albuquerque, New Mexico 87102

Bid Modifications: Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the offer may be requested by the District following the opening.

Withdrawal of Bids: Bids may be withdrawn by written notice of in person by a bidder or an authorized representative any time prior to the award.

Late Submission: Late submissions of bids will not be considered unless it is determined by the District that the late receipt was due solely to mishandling by the District or if the bid is the only one received. All other late submissions will be returned unopened.

Site Familiarity: The contractor shall be responsible for thoroughly inspecting the respective Division sites prior to submitting a bid. The contractor warrants by this submission that he/she has thorough knowledge of the condition of where material will be delivered, and that his/her offer includes

all costs required to complete the requirements of this Invitation.

Bidder MUST include with their bid a statement describing their understanding of the job site locations and condition.

Debarment/Suspension: In performing services and/or furnishing the goods specified in this invitation, the vendor/contractor certifies that it is not suspended, debarred, or declared ineligible from entering into contract with the Executive Branch of the Federal Government, and State agencies or local public boding, nor is in receipt of a notice of proposed debarment or suspension from the Executive Branch of the Federal Government and "Contracting Officer: shall mean "District" respectively.

Resident Business or Resident Veteran Business Certificate (As required by Section 13-1-22 NMSA if applying for a preference under Section 13-1-21 NMSA)

Resident Veterans Business Preference Certification

(If applying for Resident Veteran Business preference; See Appendix 3 Resident Native American Certificate required by section 13-122 NMSA.

II. RFB REQUIREMENTS:

1. Insurance: The bidder shall furnish the District along with the bid, a certificate of insurance showing the type of amount of operations covered, effective dates and expiration dates of policies.
2. **Bidder or Bidders will enter to a 12-month price agreement with MRGCD. (Multiple vendors may be awarded.)**
3. Miscellaneous Expense: Fuel, travel time and all incidentals must be incorporated in the unit price for (NO EXCEPTIONS)
4. Bidders must also include 3 references including all specific contact information.

III. EVALUATION OF BIDS:

Bids will be evaluated by the District office using the criteria 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 the District. Evaluation made by District staff will not be made public until after the selection process is complete.

Evaluation criteria as follows:

1.	Prior Work/References	20%
2.	Bid Amount	35%
3.	Certificate of Insurance	10%
4.	Location of Supplier in respect to Job Sites	15%
5.	Familiarity of Job Sites	10%
6.	Mandatory Forms (Appendix 1 & 2)	10%

IV. SELECTION OF OFFEROR

The Contractor selected to provide the materials and the District will notify those not selected in writing.

V. CONTRACT APPROVAL

The contract shall be reviewed and approved as to form, legal sufficiency, and budget requirements by the District.

VI. SCOPE OF WORK:

The Contractor shall haul and deliver as required and be responsive to orders with less than 24-hour notice. The Contractor shall also be responsible for inspecting access to areas that will be subject to delivery of materials, **prior to submitting your bid**. Delivery shall be to exact job site where specified.

1. Driving Experience
 - a. Narrow earth bridges
 - b. Wood bridges
 - c. Backing up for long distances
2. Cooperative and responsible for following instructions.
3. **Responsive to orders less than 24 hours' notice.**
4. All delivery tickets must be signed and received by an MRGCD employee. The employee must identify themselves by presenting their District issued badge and will be required to sign/print his/her name, document the badge number and date delivery ticket "**NO EXCEPTIONS**". The District will not be responsible for any deliveries that do not comply with this requirement and payments will not be authorized.
5. Unloading:
 - a. Incidentals should be considered in bid price.
 - b. Travel time does not apply to unloading time.

6. If circumstances dictate, and the Contractor is unable to deliver materials as requested, it will be at the discretion of the District to obtain the materials from alternate sources and impose any additional costs sustained to the awarded Contractor. **PLEASE NOTE: The District will exercise this clause if necessary.**

CONTRACT TERMS AND CONDITIONS

The Contract between the District and the successful offeror shall contain the following Terms and Conditions. In the transmittal letter the offeror shall include a statement agreeing or not agreeing to these Terms and Conditions complete with explanations if you do not agree.

A. Scope of Work

The Contractor shall provide Gravel & Dirt, Hauling and Delivering, Emergency Services / After Hours be responsive to orders with **less than 24-hour notice**, and as per the bid specifications.

B. Terms

The Contract shall not become effective until approved by the MRGCD.

C. Status of Contractor

The Contractor, his agents, and employees, are independent contractors providing Gravel & Dirt / Hauling & Delivering materials for the District, shall be insured, and bonded, as a result of this contract.

D. Assignment

The offeror shall not assign or transfer any interest of this Contract or assign any claims due to or to become due under this Contract.

E. Sub-Contracting

The offeror shall not sub-contract any portion of this Contract to be performed under this contract without prior approval from the District.

F. The offeror, upon final payment of the amount due under the contract releases the District, its officers and employees, and the Middle Rio Grande Conservancy District from all liabilities, claims and obligations whatsoever arising from or under the Contract. The offeror agrees not to purport to bind the District to any obligation not assumed herein by the District.

G. Amendment

The Contract shall not be altered or amended except by prior written

approval of the District.

H. Insurance

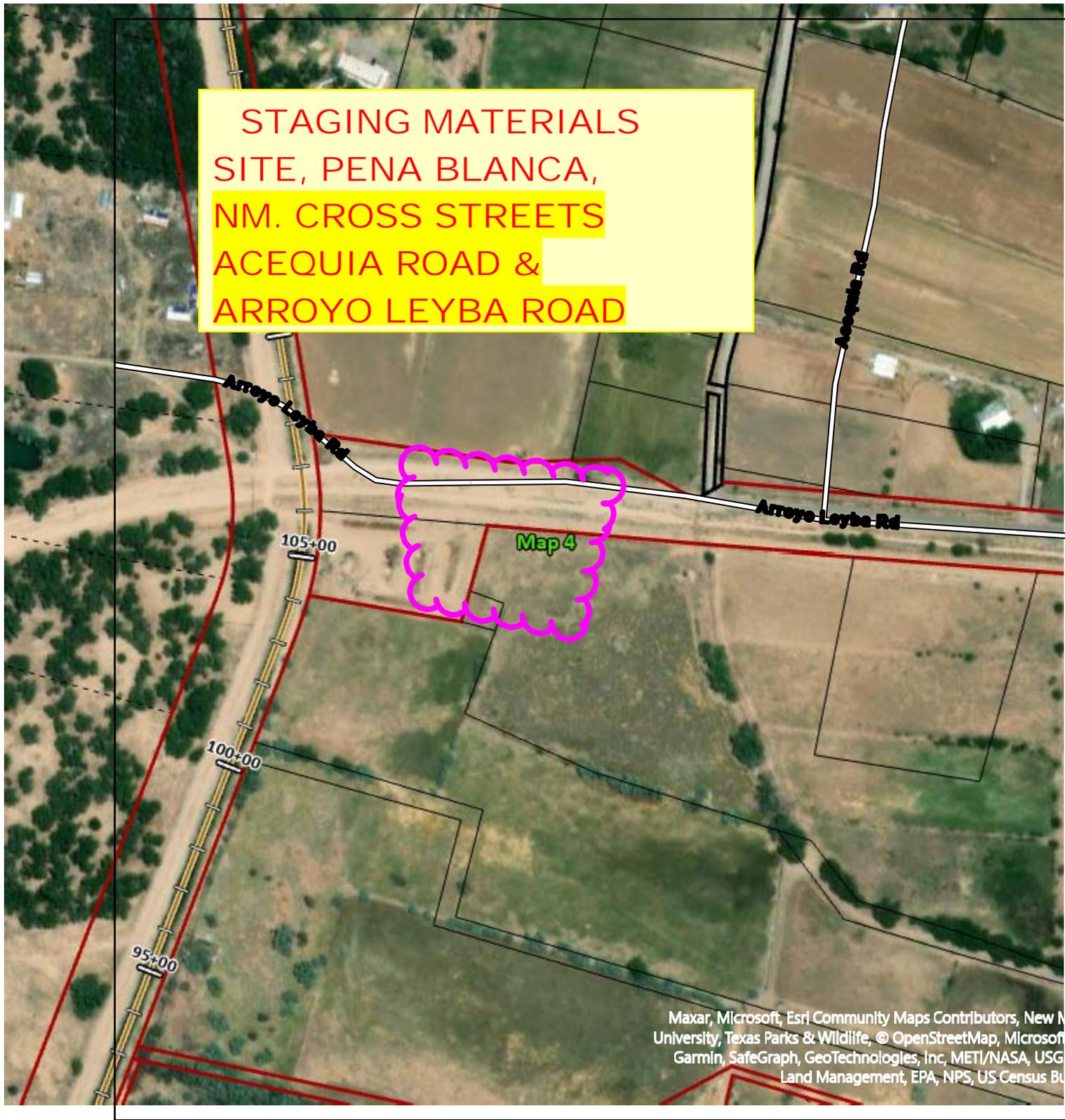
The Contractor shall carry Liability, Contractors Equipment, Auto, and Workers Compensation Insurance in the limits required by the laws of the State of New Mexico. Insurance must be underwritten through a certified, licensed Insurance Co. "A" Rated and registered in the State of New Mexico. Upon award of contract the District will require that the Contractor furnish the District a Certificate of Insurance naming the District as additional insured. Contract shall not commence until Certificate is provided to the District. "NO CONTRACT WILL BE EXECUTED UNTIL THIS REQUIREMENT IS SATISFIED."

MATERIAL LIST FOR BID

- **Base Course** – shall consist of crushed stone or screened gravel, caliche, sand, reclaimed asphalt.
- **Rock Rip Rap - 5" - 12"** rock
- **Rock Rip Rap - 12" – 18"** rock
- **Fill Dirt** – composed of natural earth materials that can be compacted by construction equipment operated in a conventional manner.

EMERGENCY RESPONSE DELIVERY SITES

STAGING MATERIALS
SITE, PENA BLANCA,
NM. CROSS STREETS
ACEQUIA ROAD &
ARROYO LEYBA ROAD



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STAGING MATERIALS SITE,
ENTRANCE IS NORTH OF 2325
SECOND STREET, ALBUQUERQUE,
NM

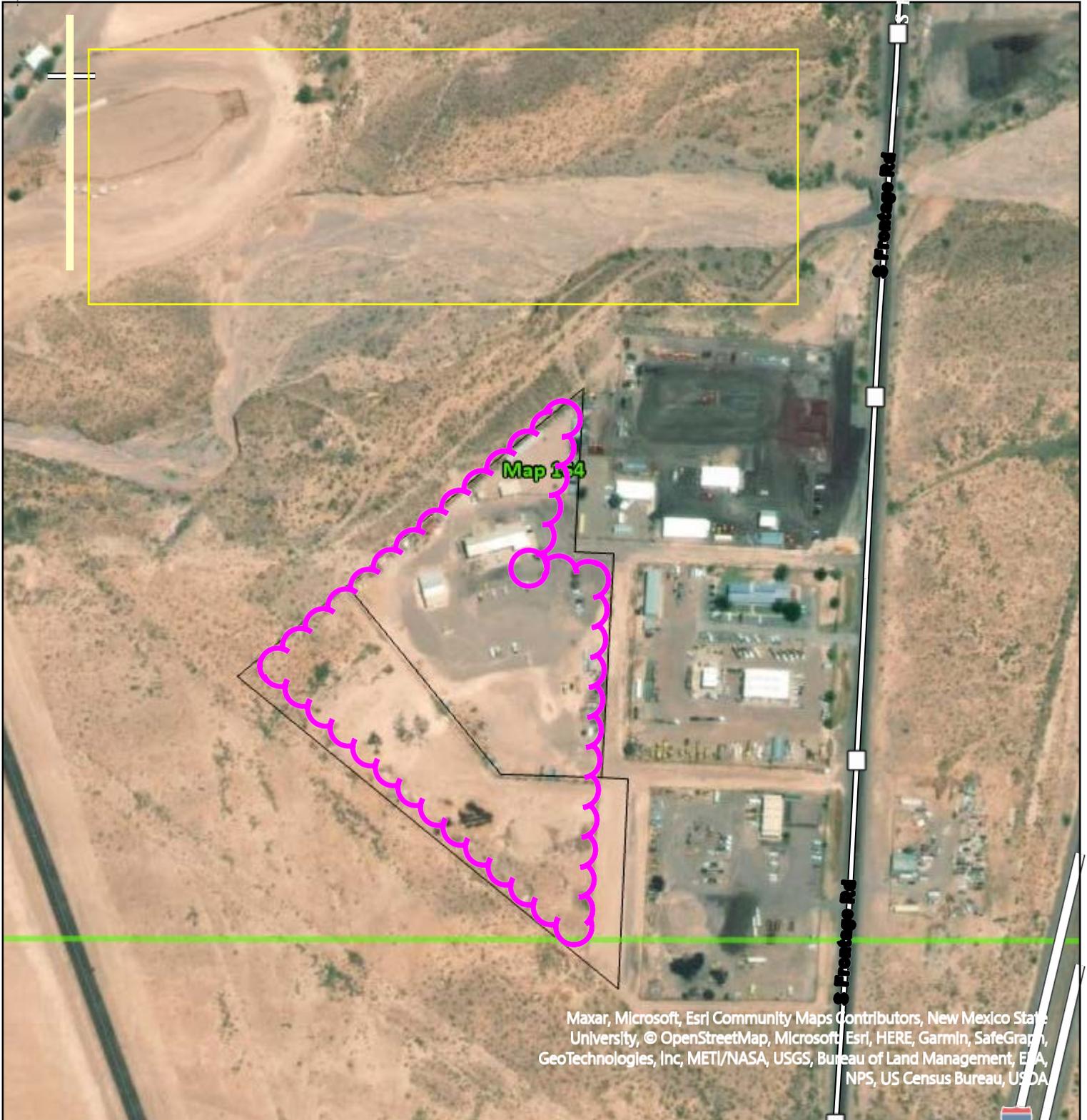


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STAGE MATERIALS AT
160 EL CERRO LP, LOS LUNAS, NM 87031
NORTH OF THE FIRE DEPARTMENT AT RED
SQUARE



STAGE MATERIALS AT THE
SOCORRO DIVISION YARD
LOCATED AT 2401 STATE ROAD
ONE, SOCORRO, NM 87801



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REQUEST FOR BID

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



SEALED BIDS, subject to the conditions on the reverse hereof, will be received at this.

Office until 10:00 o'clock a.m. Wednesday May 21, 2025, and then publicly opened, for furnishing the following supplies, and / or services.

Ricardo Varela, Purchasing Agent
(NAME)

COST RESPONSE FORM
MRGCD. BOUNDARIES OF BELEN DIVISION FROM ISLETA DAM SOUTH TO THE NORTH BOUNDARY OF BERNARDO

ITEM NO.	ARTICLE OR SERVICES	Price per Ton (MRGCD Pick Up)	Price per Ton (Contractor Delivery)	Price Per Ton - Trailer	Price Per Ton - Tandems
1.	COCHITI DIVISION – FILL DIRTSUITABLE FOR COMPACTION	\$			
2.	COCHITI DIVISION– CLASS B - 12”- 18”, NMDOT SPECS FOR RIP RAP	\$			
3.	COCHITI DIVISION – 5” – 12” ROCK	\$			
4.	COCHITI DIVISION – BASE COURSE	\$			
5.	ALBUQUERQUE DICISION – FILL DIRT DIRTSUITABLE FOR COMPACTION	\$			
6.	ALBUQUERQUE DICISION – CLASS B 12”- 18”, NMDOT SPECS FOR RIP RAP	\$			
7.	ALBUQUERQUE DIVISION – 5”- 12” ROCK	\$			
8.	ALBUQUERQUE DIVISION – BASE COURSE	\$			
9.	BELEN DIVISION – FILL DIRT DIRTSUITABLE FOR COMPACTION	\$			
10.	BELEN DIVISION - CLASS B 12”- 18”, NMDOT SPECS FOR RIP RAP	\$			
11.	BELEN DIVISION – 5”- 12” ROCK	\$			
12.	BELEN DIVISION – BASE COURSE	\$			
13.	SOCORRO DIVISION – FILL DIRT DIRTSUITABLE FOR COMPACTION	\$			
14.	SOCORRO DIVISION - CLASS B 12”- 18”, NMDOT SPECS FOR RIP RAP	\$			
15.	SOCORRO DIVISION – 5”- 12” ROCK	\$			

16.	SOCORRO DIVISION – BASE COURSE	\$			
	FUEL COST, TRAVEL TIME AND ALL INCIDENTALS MUST BE INCLUDED IN UNIT COST (NO EXCEPTIONS)				
	AFTER HOURS: DELIVERY / HAULING	Trailer	Tandems		
1.	COCHITI DIVISION	\$			
2.	ALBUQUERQUE DIVISION	\$			
3.	BELEN DIVISION	\$			
4.	SOCORRO DIVISION	\$			

	EMERGENCY RESPONSE: DELIVERY / HAULING MATERIALS	COST FOR DELIVERY/HAULING Trailer	COST FOR DELIVERY/HAULING Tandems
1.	COCHITI DIVISION	\$	
2.	ALBUQUERQUE DIVISION	\$	
3.	BELEN DIVISION	\$	
4.	SOCORRO DIVISION	\$	

BIDDER _____ DATE _____

ADDRESS: _____ CITY _____ STATE _____

ZIP CODE: _____ PHONE# _____ EMAIL _____

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. Bids will be awarded on unit prices to the lowest responsible bidder.
3. 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.
4. 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.
5. 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.
6. Time is an important factor in the placing of this order and the District reserves the right to cancel all items not shipped within 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 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 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 insure 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/OFFERORS

THIS IS A REMINDER THAT THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT IS NOT RESPONSIBLE FOR RECEIPT OF UNTIMELY BIDS OR BIDS 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 BIDS IN BY THE DEADLINE DATE AND TIME AS DESIGNATED ON THE BID OR PROPOSAL.

APPENDIX NO. 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 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)”
(John Kelly, Colin Baugh, Stephanie Russo Baca, Karen Dunning, Brian Jiron, Glen Duggins, Michael 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 Bidder pursuant to this RFP 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 bids 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 Manager for this RFP will render the Bidder non-responsible. Furthermore, the Bidder shall provide immediate written notice to the Procurement Manager for this RFP 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 no responsibility and the withholding of an award under this RFP. 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 bid, the Bidder certifies, to the best of his/her knowledge and belief, that:

(i) The 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 Bidder's 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 Bidder's 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 a 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 / 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: _____

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 subconsultant 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)

APPENDIX 5
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) decline 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: _____