

# BID FORMS (00 4100)

## BID FORM - STIPULATED SUM (Single-Prime Contract) (00 4113)

Invitation No: RFB '20/20/B

Project: CIP PROJECT #333, NEW FIRE STATION #2:

Date: March 24, 2020

This Bid is submitted electronically to:

PURCHASING DIVISION  
CITY OF SANTA FE  
[fadunaway@santafenm.gov](mailto:fadunaway@santafenm.gov)  
[jjchavez@santafenm.gov](mailto:jjchavez@santafenm.gov)  
[yocatanach@santafenm.gov](mailto:yocatanach@santafenm.gov)  
ATTN: Fran Dunaway, Chief Procurement Officer

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for \*60 days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice to Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
  - A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. <u>  1  </u>	Date <u>  3/30/2020  </u>	No. <u>          </u>	Date <u>          </u>
No. <u>  2  </u>	Date <u>  4/22/2020  </u>	No. <u>          </u>	Date <u>          </u>
No. <u>  3  </u>	Date <u>  5/1/2020  </u>	No. <u>          </u>	Date <u>          </u>
No. <u>  4  </u>	Date <u>  5/4/2020  </u>	No. <u>          </u>	Date <u>          </u>
  - B. The Bidder has become familiar with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
  - C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
  - D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
  - E. The Bidder has given the Owner's Representative written notice of all conflicts, errors, or discrepancies that have been discovered in the Bidding Documents, and the written resolution thereof by the Owner's Representative is acceptable to the Bidder.
  - F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the Owner. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

G. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest total option, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is in the best interest of the City.

The Scope of Work together with all related work required for comprehensive, fully functioning, warranted systems and finishing includes but is not limited to the Work listed in the SCOPE OF BIDS.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.  
Contractor shall be responsible for State CID requirements and permit.  
Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.  
Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.  
Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

The Bidder will complete the work for the following price(s):

**Base Bid - Roadway Infrastructure including sidewalks:** One Hundred Ninety Nine Thousand Four Hundred Eighty Seven Dollars and No Cents  
\$199,487.00  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(use words)

**Base Bid - Water Supply Infrastructure:** One Hundred Twenty Nine Thousand Nine Hundred Forty Two Dollars and No Cents  
129,942.00  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(use words)

**Base Bid - Sewer Infrastructure:** One Hundred Eleven Thousand One Hundred Fifty Seven Dollars and No Cents  
111,157.00  
\_\_\_\_\_ (\$ \_\_\_\_\_ )

**Base Bid - Building, Site Work, Site Utilities, Irrigation and Landscaping, Furnishings and all other Work and required coordination listed in the Scope of Bids and Construction Documents:**  
Six Million Nine Hundred Thirty-two Thousand One Hundred Forty-one Dollars and No Cents  
6,932,141.00  
\_\_\_\_\_ (\$ \_\_\_\_\_ )

**Allowance 1: Furnishings Package:**

**One Hundred Twenty-Five Thousand Dollars and no/100 (\$125,000.00)**, exclusive of Gross Receipts Tax, shall be included in the Base Bid.

**Allowance 2: Site Utilities (Power and Gas to Building Site):**

**Three Hundred Seventy-Five Thousand Dollars and no/100 (\$375,000.00)**, exclusive of Gross Receipts Tax, shall be included in the Base Bid.

**Allowance 3: Low Voltage Systems:**

**One Hundred Fifty Thousand Dollars and no/100 (\$150,000.00)**, exclusive of Gross Receipts Tax, shall be included in the Base Bid.

**Allowance 4: Construction Contingency Reserve:**

**Three Hundred Thousand Dollars and no/100 (\$300,000.00)**, exclusive of Gross Receipts Tax, shall be included in the Base Bid.

**Base Bid (inclusive of all above Base Bid categories) Plus Allowances**

**Eight Million Three Hundred Twenty Two Thousand Seven Hundred Twenty Seven Dollars and**  
**No Cents** (use words)

**Gross Receipts Tax** (\$8,322,727.00)  
**(8.1875%)**

**Seven Hundred Two Thousand Two Hundred Thirty Dollars and Nine Cents**  
**(702,230.00)** (use words)

**Total Base Bid Plus Tax**

**Nine Million Twenty Four Thousand Nine Hundred Fifty Seven Dollars and Nine Cents**  
**(9,024,957.00)** (use words)

**Alternate #1: Roof Structure Change of System**

**Ninety-four thousand five hundred** (\$ **94,500.00** )  
(use words) Inclusive of Gross Receipt Tax

**Alternate #2: Roof Top Mechanical Screen Assemblies**

**Fifty-two thousand nine hundred six dollars** (\$ **52,906.00** )  
(use words) Inclusive of Gross Receipt Tax

**Alternate #3: Colored Floor Coatings in Apparatus Bays**

**One Hundred Ten Thousand Twenty Eight Dollars** (\$ **110,028.00** )  
(use words) Inclusive of Gross Receipt Tax

**Alternate #4: Ceiling Fans**

**Thirty five thousand** (\$ **35,000.00** )  
(use words) Inclusive of Gross Receipt Tax

4. The Bidder agrees that:
- A. The work to be performed under the Contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that completion of the Base Bid shall be achieved not later than **four hundred and sixty (460) calendar days** after the date of written "Notice to Proceed", except as hereafter extended by valid written "Change Order" by the Owner.
  - B. Should the Contractor neglect, refuse, or otherwise fail to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the Owner the amount of Two Hundred Fifty Dollars (\$250) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.

- C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.
  - D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
5. The following forms and sample forms are attached to and/or required for this ITB and their completion and submittal (as required) is a condition of a responsible and responsive Bid:
- A. Bid Bond (only for the highest bid option) **(AIA Document A310 must accompany the Bid.)**
  - B. Agent's Affidavit **(This form must accompany Bid Bond.)**
  - C. Bid Security Review Form. **(This form must accompany the Bid Bond.)**
  - D. Subcontractor Listing Form **(This form must accompany the Bid.)**
  - E. Non-Collusion Affidavit of Prime Bidder **(This form must accompany the Bid.)**
  - F. Non-Collusion Affidavit of Subcontractor (This form must be submitted upon Award of Contract.)
  - G. Campaign Contribution Disclosure Form **(This form must accompany the Bid.)**
  - H. Certificate of Non-Segregated Facilities **(This form must accompany the Bid.)**
  - I. Local Preference Application **(This form must accompany the Bid as applicable.)**
  - J. State Purchasing Certification **(This certification must accompany the Bid as applicable.)**
  - K. Certificate of Bidder Regarding Equal Employment Opportunity **(This form must accompany the Bid.)**
  - L. Statement of Intent to pay prevailing wages (This form must be provided within ten (10) days after NMDWS NOA.)
  - M. Affidavit of Wages Paid (This form must be provided with Construction Close-Out.)
  - N. Weekly Payroll Form (This form must be provided during Construction.)
  - O. Payroll Statement of Compliance (This form must be provided during Construction.)
  - P. Certificate of current registration with the NMDWS **(This form must accompany the Bid.)**
  - Q. Certificate of City of Santa Fe Business Registration **(This form must accompany the Bid.)**
  - R. Certificate of licensure with the New Mexico Regulation and Licensing Department, CID **(This form must accompany the Bid.)**
  - S. Performance Bond (AIA Form A312-Performance Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
  - T. Payment Bond (AIA Form A312-Payment Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
  - U. Project-specific Certificate of General Liability Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)
  - V. Project-specific Workers' Compensation Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)

**If any of the above documents, listed as required to accompany the Bid, are not included, current and completed in good order, the Bid shall not be read.**

6. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)

7. If the Bidder is:

A. AN INDIVIDUAL:

By: \_\_\_\_\_  
(Individual's Name)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

(SEAL)

B. A PARTNERSHIP:

By: \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business Address:

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

(SEAL)

C. A CORPORATION

By: \_\_\_\_\_ Brycon Corporation  
(Corporation Name)

\_\_\_\_\_  
New Mexico  
(State of Incorporation)

By: \_\_\_\_\_ Phil R. Casaus  
(Name of person authorized to sign)

\_\_\_\_\_  
President & CEO  
(Title)

If a New Mexico Corporation: \_\_\_\_\_ #3174133  
Certificate of Incorporation No.

If a Foreign Corporation: \_\_\_\_\_ Certificate of Authority No.

Attest: \_\_\_\_\_ Tommy Robinson  
(Secretary)

Business address: \_\_\_\_\_ 8400 Firestone Lane NE, Albuquerque, NM 87113

Telephone: \_\_\_\_\_ (505) 433-3664

D. A JOINT VENTURE

By: \_\_\_\_\_  
(Name)

Address: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

Address: \_\_\_\_\_

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Bidder must fill in the following: (If none, write none)

NM License No.: 031006 Classification: GB98, EE98, MM98

NM Taxation and Revenue CRS No.: 02-148145-00-8

City of Santa Fe Business Registration No.: 18-00110536

NM Resident Preference Number (if applicable): L1742105392

**One Original and one copy of the Bid Submittal is required**

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

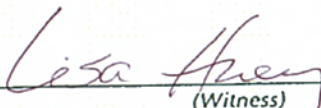
## Bid Bond

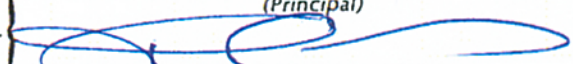
KNOW ALL MEN BY THESE PRESENTS, that we BRYCON CORPORATION  
8400 Firestone Lane, Albuquerque, New Mexico 87113  
as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY  
OF AMERICA, 4100 Osuna NE, Suite 2-203, Albuquerque, New Mexico 87109  
a corporation duly organized under the laws of the State of Connecticut  
as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF SANTA FE  
2651 Siringo Rd., Building E, Santa Fe, New Mexico 87504  
as Obligee, hereinafter called the Obligee, in the sum of  
FIVE PERCENT (5%) OF THE AMOUNT BID---- Dollars (\$ \_\_\_\_\_),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.  
WHEREAS, the Principal has submitted a bid for

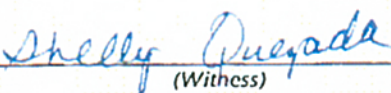
CIP PROJECT #333 NEW FIRE STATION NO. 2 BID #20/20/B

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract  
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain  
in full force and effect.

Signed and sealed this 7TH day of MAY 2020

  
Lisa Hrey  
(Witness)

BRYCON CORPORATION  
(Principal) (Seal)  
  
Phil R. Casaus (Title) President & CEO

  
Shelly Quezada  
(Witness)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
(Surety) (Seal)  
  
CARL S. CONLEE, III (Title) ATTORNEY-IN-FACT

AGENT'S AFFIDAVIT (99 4313.1)

(To be filled in by Agent)

STATE OF NEW MEXICO

COUNTY OF SERRAVALLO

1  
m

CARL S. COMBES, II

being first duly sworn before me and

agent

that he files in the duty approved agent for  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

and licensed in the State of New Mexico. Deponent further states that a certain bond given to exclusively the City of Santa Fe, New Mexico

in connection with the construction of  
CP PROJECT #333, NEW FIRE STATION NO. 2, BLD #200208

dated 7TH day of MAY, 2020, executed by

BEYCON CORPORATION

connection, as principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as surety, signed by this

deponent, and deponent further states that said bond was written, signed, and delivered by him/her; that the premiums on the same have

been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

By Carl S. Combes, II  
Carl S. Combes, II

Subscribed and sworn to before me, a notary public in and for the County of Serravallo, this 20th day of May, 2020.

My Commission expires July 23, 2020

Agent's Address: 4500 Osuna NE, Suite 2-203  
Albuquerque, New Mexico 87109

Telephone: 505 262-2621

Linda D Dooley



OFFICIAL SEAL  
Linda D. Dooley  
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires 07-23-2020





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Carl S. Conlee III, of Albuquerque, New Mexico**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7TH day of MAY, 2020



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER (00 4519)**

STATE OF New Mexico )  
 )ss.  
COUNTY OF Bernalillo )

Phil R. Casaus, being first duly sworn, deposes and says that:

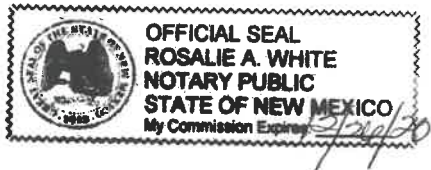
- 1) He/She is the President & CEO of Brycon Corporation, the Bidder that has submitted and attached Bid;
- 2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [Signature]  
Title: President & CEO

Subscribed and sworn to before me this 7th day of May, 2020.

Rosalie A. White  
Notary Public

My Commission expires: 12/26/2020



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM (00 4525)

### 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, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable 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

May 7, 2020  
Date

Phil R. Casaus, President & CEO

**CERTIFICATION OF NONSEGREGATED FACILITIES (00 4533)**

(Applicable to construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The construction Contractor certifies that no segregated facilities are maintained or provided for the Contractor's employees at any of the Contractor's establishments and that the Contractor does not permit employees to perform services at any location, under the Contractor's control, where segregated facilities are maintained.

The construction Contractor certifies further that no segregated facilities will be maintained or provided for the Contractor's employees at any of the Contractor's establishments , and that the Contractors will not permit employees to perform services at any location, under the Contractor's control, where segregated facilities are maintained.

The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

The construction contractor agrees that (except where identical certifications from proposed Subcontractors for specific time periods have been obtained) the Contractor shall obtain identical certifications from proposed Subcontractors, prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provision of the Equal Opportunity Clause and that the Contractor will retain records of such certifications.

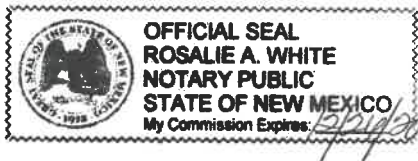
  
Phil R. Casaus  
President & CEO, Brycon Corporation

By:  
Title:

Subscribed and sworn to before me this 7th day of May, 2020.

  
Notary Public

My Commission expires: 12/31/2020



**STATE OF NEW MEXICO**

**TAXATION AND REVENUE DEPARTMENT**

**RESIDENT CONTRACTOR CERTIFICATE**

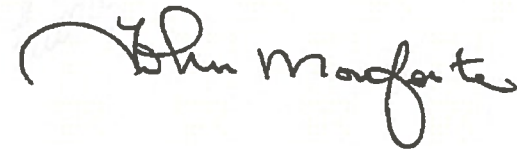
Issued to: **BRYCON CORPORATION**

DBA: **BRYCON CORPORATION**  
**PO BOX 15820**  
**RIO RANCHO, NM 87174-0820**

Expires: **04-Jan-2021**

Certificate Number:

**L1742105392**



*John Monforte, Acting Cabinet Secretary*

**THIS CERTIFICATE IS NOT TRANSFERABLE**

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY (00 4536)

## INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective Contractor, or any proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether the Contractor has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether the Contractor has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

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## CERTIFICATION BY BIDDER

Bidder's Name: Brycon Corporation

Address: 8400 Firestone Lane NE

Albuquerque, NM 87113

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause.

Yes  No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

Yes  No

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Certification - The information above is true and complete to the best of my knowledge and belief.

Phil R. Casaus, President & CEO

Name and Title of Signer (please type)

  
Signature

May 7, 2020

Date

# *Certificate of Contractor Registration*



This is to certify that

## **BRYCON Corporation**

134 RIO RANCHO BLVD NE

RIO RANCHO, NM, 87124-1409

has registered with the Department of Workforce Solutions

**Registration Date: 10/10/2018**

**Registration Number: 0022120050524**

**This certificate does not show the current status of the company.  
To see the current status for this company please go to the Public Works  
and Apprenticeship Application (PWAA) at  
<https://www.dws.state.nm.us/pwaa>**





**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** BRYCON CORPORATION  
DBA: BRYCON CORPORATION

**Business Location:** SF COUNTY

**Owner:**

**License Number:** 227352

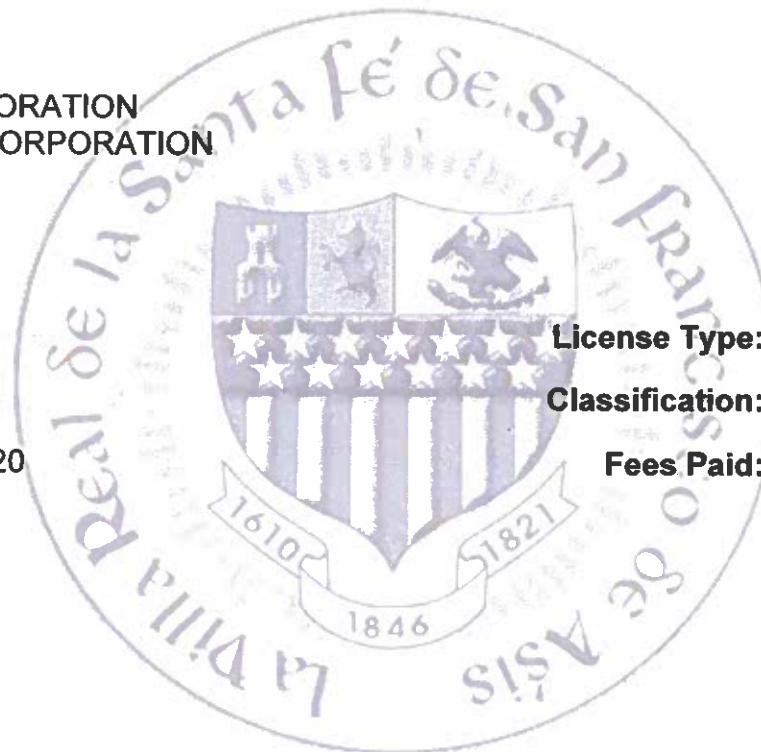
**Issued Date:** April 21, 2020

**Expiration Date:** December 31, 2020

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00



BRYCON CORPORATION  
PO BOX 15820  
RIO RANCHO , NM 87174

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

*This is to certify that:* **BRYCON CORPORATION**  
**PERMANENT LICENSE #31006**

*Located at:* **PO BOX 44365, RIO RANCHO, NM 87174**

*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*

**EE98, EL01, GB98, MM98**

*And to permit or contract projects singly in New Mexico of a dollar amount up to:*

**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

**06/17/2016**

\_\_\_\_\_  
*Signature of Contractor*



\_\_\_\_\_  
*Pat McMurray*  
*Director*

*NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable*

**SUBCONTRACTOR LISTING FORM (00 4518)**

Note: A subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a City project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions.

Trade: Surveying	Name of Subcontractor: Wayjohn Surveying Co	
Address: 1609 2nd St NW, Albuquerque 87102		
Telephone No.: (505)255-2052	License No.: 0151192010717	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Concrete	Name of Subcontractor: Ballew Construction Co	
Address: 3-A, Bisbee Ln, Santa Fe, NM 87508		
Telephone No.: (505) 474-4383	License No.:	NM Dept. of Workforce Solutions Registration No.: 0862320081105
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Concrete Infrastructure	Name of Subcontractor: Ballew Construction Co	
Address: 3-A, Bisbee Ln, Santa Fe, NM 87508		
Telephone No.: (505) 474-4383	License No.:	NM Dept. of Workforce Solutions Registration No.: 0862320081105
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Steel Erection	Name of Subcontractor: Structural Services Inc	
Address: 3520 4th St NW, Albuquerque, NM 87107		
Telephone No.: (505) 345-0838	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Architectural Casework	Name of Subcontractor: OGB	
Address: 3711 Paseo Del Norte NE, Albuquerque, NM 87113		
Telephone No.: (505) 998-0000	License No.:	NM Dept. of Workforce Solutions Registration No.: 03045420140629
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Standing Seam Roof	Name of Subcontractor: McPartlon Roofing, LLC	
Address: 39 Bisbee Ct UNIT 7, Santa Fe, NM 87508		
Telephone No.: (505) 982-6256	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Panel Folding Doors	Name of Subcontractor: ABC Door Company	
Address: 2915 Richmond Dr NE, Albuquerque, NM 87107		
Telephone No.: (505) 884-1166	License No.:	NM Dept. of Workforce Solutions Registration No.: 1739020141212
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Storefront	Name of Subcontractor: Dwight's Glass & Mirror	
Address: 4501 Alameda Blvd NE, Albuquerque, NM 87113		
Telephone No.: (505) 265-5971	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Gypsum Board Assemblies	Name of Subcontractor: All Seasons Co	
Address: 7901 Ranchitos Rd NE # A, Albuquerque, NM 87113		
Telephone No.: (505) 823-9223	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Stucco	Name of Subcontractor: Kenyon Plastering of Albuquerque, Inc	
Address: 9601 San Pedro Dr NE, Albuquerque, NM 87113		
Telephone No.: (505) 797-7670	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Fire Suppression	Name of Subcontractor: Kaufman Fire Protection	
Address: 751 Rankin Rd. NE Albuquerque, NM 87107		
Telephone No.: (505) 884-2447	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Plumbing	Name of Subcontractor: Hanna Plumbing & Heating Co	
Address: 8025 Edith Blvd NE, Albuquerque, NM 87113		
Telephone No.: (505) 898-4536	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Electrical	Name of Subcontractor: DRB Electric, Inc	
Address: 3601 2nd St SW, Albuquerque, NM 87105		
Telephone No.: (505) 877-8500	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Earthwork	Name of Subcontractor: CGI	
Address: 7916 Ranchitos Loop NW Albuquerque, NM 87107		
Telephone No.: 505-897-4225	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Fencing	Name of Subcontractor: Gate-It Access Systems, Inc	
Address: 110 Denny Rd, Bernalillo, NM 87004		
Telephone No.: 505-771-4283	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Roadway	Name of Subcontractor: GCI	
Address: 7916 Ranchitos Loop NW Albuquerque, NM 87107		
Telephone No.: 505-897-4225	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Landscaping	Name of Subcontractor: Sequoia Landscaping	
Address: 810 Rankin Rd. NE Albuquerque, NM 87107		
Telephone No.: (505) 977-2767	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Utilities	Name of Subcontractor: TLC Plumbing & Utility	
Address: 5000 Edith Blvd NE, Albuquerque, NM 87107		
Telephone No.: (505) 761-9644	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Wood Framing	Name of Subcontractor: No Bids Received	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		