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Meeting Date: August 21, 2019  
Staff Contact: Judy Bentley, Human Resources Manager

**TITLE: C-19-30 – Approving the Contract with Delta Dental for Fully Insured Group Dental Insurance**

**ACTION: Recommend Approval**

**Summary:**

The Water Authority Human Resources department is requesting approval to extend the current agreement with Delta Dental Plan of New Mexico, Inc. (Delta) pursuant to the City of Albuquerque CCN number 201800909, 201800909.1 and RFP number P2018000015, to continue to provide group dental insurance to employees through the extension of the purchase order.

If approved by the Board, the purchase order will be extended by the Water Authority to enable the recommended dental insurance provider, Delta, to continue to provide fully insured group dental insurance to Water Authority employees and their dependents.

**FISCAL IMPACT:**

\$500,000 excluding NM GRT for FY20, for which appropriations have already been made in the FY20 Operating Budget. The City of Albuquerque agreement may be extended for up to four additional one year periods, if elected, the fiscal impact is expected to be \$500,000 per fiscal year through FY24.

## **FIRST SUPPLEMENTAL AGREEMENT**

**THIS FIRST SUPPLEMENTAL AGREEMENT** is made and entered into this 1st day of July, 2019, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Delta Dental of New Mexico, Inc. 2500 Louisiana Blvd. NE, Suite 600 Albuquerque, NM 87110 (hereinafter referred to as the "The Contractor").

### **RECITALS**

**WHEREAS**, pursuant to the award of contract under the City's Request for Proposals P2018000015, the City and the Contractor entered into an Agreement, commencing July 1, 2018, ("Original Agreement"), whereby the City agreed to the terms and conditions of a Group Dental Insurance to be provided to the City by the Contractor; and

**WHEREAS**, the City is authorized under the terms of P2018000015 to continue the services of the Original Agreement in FY 2019; and

**WHEREAS**, the Contractor is agreeable to continuing the Original Agreement effective as of July 1, 2019.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree to the following amendments to the Original Agreement:

1. Section 2 of the Original Agreement is hereby amended to read as follows:

2. **Time of Performance**. Services of the Contractor shall commence on July 1, 2018 and continue until June 30, 2020. The new plan year shall begin on July 1, 2019.

2. Section 3.C.1 of the Original Agreement is hereby amended to read as follows:

#### **3.C.1. Compensation and Method of Payment**

**Premium Rates.** In consideration of the enrollment by the Contractor of eligible employees and dependents, the City and/or Other Governmental Entities agree to pay to the Contractor the following monthly prepayment for each employee and dependent enrolled, based on the coverage selected by such employee. The Contractor and the City and/or Other Governmental Entities agree that prepayment for Cobra subscribers are managed by a COBRA Administrator of the City and/or Other Governmental Entities choice, and the City and/or Other Governmental Entities are responsible to ensure the Contractor's receipt of payment in accordance with this section. The monthly premium payments for this Agreement only (July 1, 2019 to June 30, 2020) are as follows for each of the contract types listed herein:

#### **(1) FY/20 Rates**

Employee	\$31.64
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Employee and Spouse	\$63.98
Employee and Child(ren)	\$70.29
Employee and Family	\$95.16

Rates are in effect from July 1, 2019 through June 30, 2020. Rates are not subject to change except at the request of the City to change eligibility provisions or plan design changes, which may affect risk.

3. The City of Albuquerque Participation Guidelines Exhibit 5 is hereby replaced with the amended Exhibit 5, attached hereto and incorporated herein.

4. Except as herein expressly amended, the terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement, as amended, in which event, the terms and conditions of this First Supplemental Agreement shall control.

5. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and Contractor have executed this First Supplemental Agreement as of the date first above written.


**CITY OF ALBUQUERQUE:**

Approved By:

  
\_\_\_\_\_  
Sarita Nair,  
Chief Administrative Officer

Date: 7/30/19

**DELTA DENTAL OF NEW MEXICO:**

  
\_\_\_\_\_  
Lou Ottino

Date: 6/18/19

  
\_\_\_\_\_  
Mary L. Scott, Director  
Human Resource Department

Date: 6/24/19

  
\_\_\_\_\_  
B. Jesse Muñoz, MBA  
Chief Procurement Officer

Date: 7/24/19

## Rules and Regulations – Guidelines for Enrollment

These rules and regulations apply to employees of the City of Albuquerque and government entities that have elected to participate in the same insurance plans. There may be differences in eligibility between entities. For example, not all governing bodies of the entities have approved allowing an employee's domestic partner and his/her children to be eligible for insurance coverage. Entities also differ in the employer contribution towards insurance premiums. Please check with your employer's Benefits Office for clarification. Employees with family members working for any participating entity may not double cover any family member on the same group insurance plan.

### **Who is Eligible:**

- Regular employees (including those on probation)
- Elected officials
- Legal spouse of an employee
- Domestic Partner of an employee\*
- Children who are under age 26 AND meet at least one of the following criteria:
  - Natural child of the employee, spouse or domestic partner
  - Placed in the employee's home and in process of being adopted by the employee, spouse or domestic partner
  - Adopted by the employee, spouse or domestic partner
  - Court order that requires the employee, spouse or domestic partner provide health insurance coverage for the child
  - Court document that shows the employee, spouse or domestic partner has full, permanent custody of the child
  - Children over age 26 may **continue** participating in the group insurance plans if they are physically or mentally disabled and are not eligible for any other plan. This continuation is subject to normal enrollment guidelines and documentation approved by the insurance carrier.

\* A domestic partner is defined as a person of the same or opposite sex who lives with the employee in a long-term relationship of indefinite duration and has not been married to anyone during the previous 12 months. There must be an exclusive mutual commitment similar to that of marriage, in which the partners agree to be financially responsible for each other's welfare and share financial obligations. These benefits are also available to the domestic partner's children provided that the child meets the definition of eligibility stated above. Note the criteria and required documents in the *Changing Benefit Elections* section.

### **Benefit Options:**

Options vary by participating entity but may include:

Medical Insurance	Auto & Home Insurance
Dental Insurance	Legal Insurance
Vision Insurance	Short Term Disability Insurance
Term Life Insurance	Long Term Disability Insurance
Short Term Loan Program	Cancer/Critical Illness Insurance
Flexible Spending Accounts (Medical, Dependent Care, Parking/Transit)	

### Coverage Options

Employee Only  
Single Parent

Employee Plus Spouse or Domestic Partner  
Family

### Changing Benefit Elections and Qualifying Life Events:

Many of the rules for enrollment and eligibility are made by the Internal Revenue Service because they allow your salary to be reduced by the premiums you pay before taxes are calculated (Internal Revenue Code Section 125.) Only medical, dental, vision and flexible spending account benefits listed on the previous page are deducted on a pre-tax basis. Other benefit options are post-tax. Important rules to know are:

Once you have made an election during your initial enrollment period of 31 days from your hire date then you are **locked into that decision until the next open enrollment.**

**Exceptions to this are qualifying life events. Please note: Qualifying Life Events do not allow you to change your Presbyterian Gym Membership election. The only time to elect participation, or disenrollment, is during open enrollment.**

You must provide documentation of the Life Event and log into PeopleSoft Employee Self Service (ESS) to enroll within **31 days of the Life Event**. Documents should be scanned and you will be prompted to upload them during your Life Event entry in ESS. Qualifying Life Events and acceptable documents are:

- **Marriage** - Marriage certificate
- **Domestic Partnership meeting eligibility requirements** – Affidavit\* and three proofs of financial interdependence
- **Termination of Domestic Partnership agreement** – Affidavit of Termination of Domestic Partnership form must be complete.
- **Divorce** – Court issued, date stamped, divorce decree (Ex-spouses are ineligible for coverage after the divorce except through COBRA. Divorce not reported timely may result in full responsibility of claims and loss of COBRA rights.)
- **Birth** – Hospital certificate/ Proof of birth is acceptable to add your dependent. Birth certificate is required upon receipt
- **Death** – Death certificate
- **Change in employment status** affecting benefits eligibility (for you or your spouse) - Letter/form from employer that is notification of the job change, coverage ending or new eligibility period of your Spouse/Domestic Partner's employer
- **Open Enrollment** – If you are adding a dependent for which you have not yet established proof of your relationship then you must do so at this time.
- **Involuntary loss of coverage** – Official notification of involuntary loss
- **Dependent child losing eligibility** - Official notification of loss
- **Dependent change of residence** that affects benefits eligibility - Documentation of the change or a letter explaining the change
- **Dental Insurance Only** – **dependent child between the ages of 2 and 3** may be added to a plan in which you are already enrolled – you must submit a written request

\* The **Affidavit of Domestic Partnership**: is a City form and legal document in which both the employee and the domestic partner swear that they meet the following criteria:

- Both are unmarried and have been for at least 12 months
- Reside in the same residence for at least 12 months and intend to do so indefinitely

- Meet the age requirements for marriage in the state of New Mexico
- Are not related by blood to the degree prohibited in a legal marriage in the State of New Mexico
- Are financially responsible for each other's welfare and share financial obligations

In addition to the notarized affidavit, **three** of the following documents are also required.

- Joint lease/mortgage or ownership of property
- Jointly owned motor vehicle, bank or credit account (only one qualifies)
- Domestic partner named as beneficiary of the employee's life insurance
- Domestic partner named as beneficiary of the employee's retirement benefits
- Domestic partner named as primary beneficiary in the employee's will
- Domestic partner assigned as power of attorney or legal designee by the employee
- Both names on a utility bill
- Both names on an investment account

Adding a Domestic Partner can be done through Employee Self Service (ESS). The Affidavit of Domestic Partnership can be found on the City's website in the forms section of HR>Employee Benefits.

The Federal Government does not recognize domestic partners as qualified dependents and therefore the premium paid for their coverage cannot be pre-tax. In addition, the employee must pay tax on the portion of the premium paid by the city for the domestic partner and his/her covered children. Employees wanting to change benefit elections involving a domestic partner must adhere to the same rules regarding qualifying events.

**Delayed Enrollment:** Missing the initial enrollment period, 31-day qualifying event period or the annual open enrollment period, may result in **delayed enrollment**, a delay in notification of loss of coverage and **paying for coverage no longer provided (such as for an ex-spouse.)** Alternatively, delayed entry may result in double deductions for premiums due for backdated coverage. The effective date will depend on the event.

**Name/Address Changes:** It is important to keep your employer and the insurance plans informed when you experience a name and/or address change to prevent a disruption of service and receipt of important policy information. Please make updates yourself through PeopleSoft Employee Self Service. Address changes in ESS will automatically be communicated to the vendors. An employee's name change requires uploading a Social Security Card with the new name on it.

**Effective Date of Coverage, Changes and/or Terminations:**

**New Employees –** Coverage begins on your hire date which is the first day of the pay period. Pay periods begin on Saturday and are two weeks long. New Employee Orientation (NEO) is usually held on Monday following the beginning of a pay period. You have 31 days from your hire date to complete the online enrollment process and upload verification of dependent eligibility.

- **Qualifying Life Events** – Coverage begins on the date of the qualified event. You have 31 days from the date of the qualifying event to make changes to your enrollment. Delaying the entry of a Life Event may result in extra deductions for premiums due. Losing or gaining eligibility for Medicaid allows a 60-day enrollment period.

An ex-spouse or domestic partner is not eligible to continue participation in the insurance program, except through COBRA (see the next page). Therefore, when the divorce decree is uploaded into PeopleSoft and the Divorce Life Event is entered, the end of coverage will be back dated to the day following the court stamped date on the decree.

- **Reinstatement** – An employee who is terminated from the City and subsequently reinstated is eligible to re-enroll in benefits through ESS by selecting the Life Event “I had a Life Status Change Not Listed Above.” The required document is the letter of reinstatement. The effective date of coverage will be the first day of the pay period following the reinstatement.
- **Open Enrollment**-This is a three week (or longer) period established annually (usually in May/June) that allows all benefits eligible employees to make changes to their benefit elections without having experienced a qualifying life status change. Annual premium changes also occur at this time and will automatically be updated on the 1<sup>st</sup> paycheck containing July 1<sup>st</sup>, without you having to make a new election.

Benefit changes elected during open enrollment are effective on July 1<sup>st</sup> or if you are cancelling coverage then the last day of coverage will be June 30<sup>th</sup>. It is the only time to make benefit changes without a Qualifying Life Event.

Effective 7/1/2016 Presbyterian Health Plan offers the option of a gym membership for no additional premium. The only time to elect participation, or disenrollment, is during open enrollment.

➤ **Termination of Coverage**

Insurance ends at the end of the pay period in which the event occurs. Exceptions to this are

- Retirees' coverage stops at the end of the month prior to the PERA retirement date
- Dependents reaching the age limit lose coverage at the end of the month after their 26<sup>th</sup> birthday
- Ex-spouses lose coverage the day after the divorce is final
- Domestic Partners lose coverage the end of the pay period in which the termination notice is signed.

**Double Coverage:**

Neither you, nor your spouse, domestic partner nor dependent child who works for the City, or one of our participating entities (i.e. Sandoval County), may be double covered on medical, dental, vision or voluntary term life. The only exception to this is when you or your spouse/domestic partner is retiring or terminating and the only alternative to double coverage is a gap in coverage. Double coverage can last no longer than two weeks with proper documentation.

**Insurance Premium and Benefit Plan Participation Payments:**

The City pays a substantial portion of medical, dental and vision premiums regardless of the coverage options you elect. Your benefit payments are deducted for coverage during the same two week period for which you are paid. Your earnings are reduced by your portion of the medical, dental and vision insurance premiums before Federal, State and FICA taxes are calculated, thereby saving you money.



**Leave Without Pay/FMLA/Military Leave:**

Employees are responsible for paying their Group Health Premiums regardless of receiving a paycheck. This means if your employment status is "active" and you do not receive a paycheck then you will be responsible for paying the employee AND the employer portion of your medical, dental, vision premiums, and also your current deduction(s) for other supplemental benefits in that period. You will be responsible for making payment arrangements through the Insurance and Benefits Office (contact information is provided in the back of this booklet). Payment arrangements depend on the situation and will be reviewed on an individual basis. Failure to either make payment arrangements or to make timely payments will result in cancellation of benefits back to the end of the pay period for which the premiums were paid.

**NOTE: You are exempt from having to pay the employer's portion if you are on military leave or approved leave under the Family Medical Leave Act.**

**COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) is the federal law that allows the employer to offer continued participation in medical, dental, and/or vision group insurance coverage if your employment terminates (18 months maximum) or your covered dependent loses eligibility (36 months maximum.) The Insurance & Benefits Office monitors when dependent children are approaching the end of eligibility on the last day of the month in which they turn 26 and will automatically cancel their coverage and have the notification of COBRA options mailed to them. Domestic partners of employees are eligible to continue coverage under COBRA when their eligibility ends under the active employee plans. Electing to continue coverage must be made within 60 days of the date eligibility was lost on the active employee plans or from the notification of the loss of coverage. Therefore, continued coverage will be offered to children losing eligibility or ex-spouses of employees whenever you submit documentation of the qualifying event. However, all the months since the coverage ended must be paid in order to reinstate coverage. The cost of the coverage is 102% of the full monthly premium. You will receive written notification of your rights and responsibilities after you upload documentation into PeopleSoft when you or your dependent experience an event that qualifies. Additional information is available in the Insurance and Benefits Office and on the City's website.



# Water Utility Authority

**PURCHASE ORDER NO.****BP001142****Printed** 09/25/2018**Page** 1**INQUIRIES TO:**

Albuquerque Bernalillo Water Utility Authority  
PURCHASING SECTION  
PO BOX 568  
ALBUQUERQUE, NM 87103-0568  
PHONE NO: 505-289-3227

**INVOICE TO:**

ABCWUA  
ATTN: ACCOUNTS PAYABLE  
PO BOX 568  
ALBUQUERQUE, NM 87103-0568

**VENDOR:**

DELTA DENTAL PLAN OF NEW MEXICO INC  
2500 LOUISIANA NE STE 600  
ALBUQUERQUE, NM 87110

**SHIP TO:**

WATER AUTHORITY  
ONE CIVIC PLAZA  
5TH FLOOR RM 5027  
ALBUQUERQUE, NM 87102

Buyer Name CANDIDA KELCOURSE			FOB	Ship Via Common	Contract Start 07/01/2018	Contract Expiration 06/30/2019
LINE	QTY	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
	0.00		DENTAL INSURANCE FOR ALBUQUERQUE BERNALILLO COUNTY WATER AUTHORITY EMPLOYEES AND THEIR DEPENDENTS PER THE TERMS AND CONDITIONS OF CITY OF ALBUQUERQUE CCN: 201800909 RESULTING FROM CITY OF ALBUQUERQUE REQUEST FOR PROPOSALS #P2018000015  CONTRACT PERIOD: 07/01/2018 TO 6/30/2019  CONTRACT MAY BE EXTENDED IF/AS THE CITY OF ALBUQUERQUE CONTRACT IS EXTENDED, TO THE EXTENT ALLOWED BY THE PROCUREMENT ORDINANCE, THE RULES OR OTHER APPLICABLE AUTHORITY.  REF. COA CONTRACT ID 201800909  VENDOR CONTACT: MARISA VALDEZ 505-872-5325 mvaldez@deltadentalnm.com  WATER AUTHORITY CONTACT: JUDY BENTLEY jbentley@abcwua.org PHONE: 505-289-3055  INVOICES MAY BE EMAILED TO: vendorinvoices@abcwua.org  SPD2019-020		\$0.00	\$0.00



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Jonathan Daniels  
Purchasing Officer

**Albuquerque Bernalillo County Water Utility Authority (Water Authority)**

**TERMS AND CONDITIONS**

**IMPORTANT: READ CAREFULLY BEFORE PROVIDING GOODS, SERVICES OR CONSTRUCTION. FAILURE TO DO SO WILL NOT RELIEVE VENDOR OF RESPONSIBILITY TO PERFORM OR DELIVER IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS.**

**1. General:** This purchase order is authorization to provide the goods, services or construction described on its face in accordance with the Terms and Conditions set out below and any attached offer submitted by Vendor and accepted by the Water Authority. These constitute the terms of the contract between the parties. If this purchase order results from a formal solicitation or separate contract, all or part of those documents are also made a part of the contract as specified in those documents referenced in this purchase order and will control over any conflicting provisions in these Terms and Conditions. Unless otherwise provided, this is an indefinite quantity contract; it is not exclusive to Vendor; the Water Authority may make similar purchases from other vendors as needed; and the Water Authority is not obligated to make any amount of purchases under the contract.

**2. Packing, Shipping and Invoicing:** Department name AND purchase order number MUST be on all invoices, packages, packing slips, bills of lading, etc. The Department's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing slip. Vendor will bear all risk of loss or damage until delivery to the Water Authority. Shipment is F.O.B. Destination unless purchase order states otherwise.

**3. Delivery and Inspection:** Delivery will be strictly in accordance with the Water Authority's delivery schedule and instructions. Final inspection and acceptance will not be deemed to be a waiver by the Water Authority of its right to (a) cancel, reject or return, at Vendor's risk and expense, all or any portion of the goods, services or construction, or (b) make a claim for damages. Payment prior to inspection does not constitute acceptance.

**4. Payment Terms/Discounts:** Payment terms are net thirty (30) days unless otherwise specified in the contract. Discounts, if offered, will be computed from the date of actual delivery or receipt of invoice, whichever is later.

**5. Taxes:** All applicable gross receipts taxes are assumed to be included unless otherwise specified. The Water Authority will furnish, on request, a Non-Taxable Transaction Certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Vendor. Applicable taxes should be included in each invoice and may not be billed more than sixty (60) days after providing the goods, services or construction to which the taxes apply.

**6. Commercial Warranty:** Vendor agrees that it will provide the Water Authority with the most favorable commercial warranties which Vendor gives to any customer for the goods, services, or construction and that the rights and remedies provided herein will extend to the Water Authority and are in addition to and do not limit any rights afforded to the Water Authority by law or under this contract. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability. All of Vendor's representations and warranties, both express and implied, constitute conditions of this contract. In the event that the goods, services or construction are found to be defective or fail within the warranty period, Vendor will, at its own expense, promptly remedy the defects.

**7. New Material:** All items provided under this contract will be NEW and of most current production, unless otherwise specified.

**8. Indemnification:** Vendor agrees to indemnify and hold harmless the Water Authority, its Board, officers, agents and employees against any and all damages, claims, expenses or other liability, including attorneys' fees, arising out of any (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the goods, services or construction provided by Vendor pursuant to this contract; (b) negligence or willful misconduct of Vendor; (c) Vendor's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of Vendor's representations and warranties herein.

**9. Insurance:** Vendor will maintain in effect during the term of the contract, insurance of the kinds, in the amounts and in the form specified by the Water Authority, including, but not limited to: Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance. As proof that such insurance is in effect, Vendor will furnish certificate(s) of insurance in a form satisfactory to the Water Authority prior to providing goods, services or construction under the contract.

**10. Right to Audit/Inspection of Plant:** Vendor will maintain complete and accurate records of all financial transactions associated with this contract, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this contract. Vendor will retain such records for six (6) years after final payment, or longer if required by law. Authorized representatives of the Water Authority may inspect and copy records pertaining to this contract at the Vendor's business office during normal business hours. Vendor will include this audit provision in any subcontracts that it may issue under this contract. The Water Authority may inspect, at any reasonable time, Vendor's plant or place of business related to the performance of this contract.

**11. Default:** The Water Authority will have the right to cancel all or any part of this contract without cost to the Water Authority if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost incurred by the Water Authority due to Vendor's default. Vendor will not be liable if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Water Authority determines that the supplies or services to be furnished by the subcontractor were obtainable from other sources. The rights and remedies of the Water Authority provided in this paragraph are not be exclusive and are in addition to and do not limit any rights afforded to the Water Authority by law or under this contract.

**12. Termination:** The Water Authority will also have the right to terminate the contract upon the occurrence of any one or more of the following events: (a) if sufficient appropriations are not made by the Water Authority Board. Such event will not be an event of default and the contract may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to Vendor; (b) without notice to Vendor, upon receipt of a notice of debarment of or ineligibility to receive funds by Vendor from any agency of the federal government or the State of New Mexico or a local public body of the State. (c) if Vendor is found to have engaged or is engaging in Unfair Business Practices as described in Section 2-376 of the Water Authority Procurement Ordinance; or (d) at any time for convenience by giving at least thirty (30) days' notice in writing to Vendor. In such event, Vendor will be paid under the terms of the contract for all goods, services or construction provided to and accepted by the Water Authority prior to the effective date of termination.

**13. Assignment/Changes:** Neither the contract, nor any interest therein, nor claim thereunder, may be assigned or transferred by Vendor, except as expressly authorized in writing by the Water Authority. No such assignment or transfer will relieve Vendor from the obligations and liabilities under this contract. The terms of the contract may not be changed without the prior written approval of the Water Authority.

**14. Compliance With Laws:** In performing the contract, Vendor will comply with all applicable laws, ordinances and codes of the federal, State and local governments, including, but not limited to the New Mexico Governmental Conduct Act, the New Mexico Human Rights Act, Title VII of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all federal, State and local statutes, regulations and executive orders relating to civil rights. In addition, Vendor certifies that (1) it has not, either directly or indirectly, entered into action in restraint of free competitive bidding; (2) it will comply with the Ethical Conduct provisions (§2-390) and Unfair Business Practices provisions (§2-376) of the Water Authority Procurement Ordinance; and (3) it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Vendor will obtain and maintain, and furnish to the Water Authority upon request, any and all permits, licenses, approvals, certificates and other documents required by the Water Authority, or otherwise required by applicable law.

**15. Governing Law:** This Contract is governed by the laws of the State of New Mexico without regard to principles of conflicts of law. Any and all actions or proceedings relating to the subject matter of this contract will be maintained by and subject to the jurisdiction of State and federal courts located in Bernalillo County, New Mexico, which courts will have exclusive jurisdiction for such purposes.

**IMPORTANT NOTICE:** Before accepting a purchase order, always check for authenticity and require identification. The Water Authority will not be liable for purchases made by unauthorized individuals. (Rev. 07/01/2018)