

**INVITATION TO BID**  
**FOR**  
**WATER SERVICE CHARGE NOTICE & WSC RECEIPTS**  
NIGP CODES 96616, 96676 & 915588



**DEADLINE FOR RESPONSE:**

**TUESDAY, AUGUST 6, 2019**  
**11:00 A.M.**

**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**

## SECTION I INTRODUCTION

### PURPOSE OF THIS INVITATION TO BID (ITB)

The Middle Rio Grande Conservancy District (MRGCD) is inviting Qualified Printers to provide all materials, equipment and labor for printing of the following MRGCD material. This contract shall be for a term of one (1) year with the option to extend for three (3) successive one-year terms not to exceed four (4) years. The MRGCD reserves the right to negotiate the contract annually.

1. Schedule I: Annual Printing and Mailing of MRGCD Water Service Charge Notice
2. Schedule II: Printing of Water Service Charge Receipts as needed

Envelopes shall be clearly marked **“WSCN PRINTING BID”** in the lower left hand corner. The filing date and time marked or stamped on the envelope by MRGCD shall be conclusive evidence of the date and time the bid was filed.

Bids can be mailed, but to be considered must be received by or before 11:00 a.m. Tuesday, August 6, 2019 at the MRGCD Office.

Middle Rio Grande Conservancy District  
Jeanette Bustamante, Chief Procurement Officer (CPO)  
1931 Second Street, SW 87102  
P.O. Box 581  
Albuquerque, NM 87103

This procurement shall encompass this ITB and Scope of Work. Should any amendment to the ITB be deemed necessary, it will be distributed in writing to all recipients of the original ITB and posted on the MRGCD website (<http://ww.mrgcd.com>). If an amendment requires a time extension, the bid submission date will be changed as part of the written amendment.

### IMPORTANT BIDDING INFORMATION

Bid tabulation will be posted to our website.

Failure of Bidder to complete bidding documents, in accordance with all instructions provided, is cause for the bid to be rejected.

Brand names and numbers are for reference only; equivalents will be considered. If bidding “Equivalent” bidders must be prepared to furnish “Complete Data” with bid, to avoid delay in award.

Specifications on the bid are not to exclude any bidder or manufacture. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition.

Unless otherwise indicated in the bid specifications, samples of items, when required, shall be free of expense to the MRGCD. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly identify the bid and item number that it pertains to.

## **AWARDS**

Determination of Lowest Bidder – Following determination of product acceptability, bids will be evaluated to determine which Bidder offers the lowest cost in accordance with the bid specifications and terms and conditions set forth in the Invitation to Bid. The MRGCD reserves the right to award the Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever best serves the interest of the MRGCD.

MRGCD reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the MRGCD.

## **SPECIAL NOTICE**

To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. A Bid may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes, such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

## **F.O.B. DESTINATION**

Means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception of F.O.B. Destination may cause bid to be declared nonresponsive.

**SECTION II**  
**CONDITIONS GOVERNING THIS PROCUREMENT**

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

**A. SEQUENCE OF EVENTS**

The Procurement Manager will make every effort to adhere the following schedule:

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
Issue of Bid	MRGCD	July 15, 2019
Deadline for Acknowledgement of Receipt Form	Bidder	July 22, 2019
Deadline to Submit Bid	Bidder	August 6, 2019
Bid Evaluation	MRGCD	August 6-7, 2019
Recommendation/Approval	MRGCD	August 12, 2019
Notice of Award	MRGCD	August 13, 2019
Protest	Bidders	August 29, 2019

**B. EXPLANATION OF EVENTS**

**1. Issue of Bid**

This ITB is issued by the MRGCD Purchasing Department in accordance with the provisions of Sections 13-1-103 through 13-1-117 NMSA 1978. The MRGCD Purchasing Department is the only organization who is authorized to make copies and/or distribute this ITB in any format. A distribution list of those who receive the ITB will be maintained throughout the procurement process and will become part of the procurement file. Receipt of a Bid from firms not included on the distribution list may result in immediate disqualification.

**2. Acknowledgement of Receipt Form**

“Acknowledgement of Receipt Form” - Potential Bidders must return by facsimile or acknowledge by e-mail, the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix 7). The form should be signed by an authorized representative of the organization, dated, and returned by close of business on **July 22, 2019**.

3. **Submission of Bid**

All Bids must be received for review and evaluation, no later than **11:00 a.m. Local Time Tuesday, August 6, 2019** addressed to the MRGCD P.O. Box 581, Albuquerque, New Mexico 87103. The MRGCD will date and time stamp the sealed envelope upon receipt. It is the responsibility of the Bidder to ensure that bids are received at the address listed above prior to the deadline. Bids received after this deadline will not be accepted. Bids must be sealed and labeled on the outside of the package to clearly indicate response to the **“WSCN” PRINTING BID**. Any bid(s) submitted by facsimile or any other electronic method will not be accepted.

4. **Bid Evaluation**

The Evaluating Committee will evaluate all bids August 6-7, 2019. The Procurement Manager may contact Bidders who submit responsive or potentially responsive bids for the purpose of clarifying aspects of the bid.

5. **Board Approval**

Recommendation will be submitted to the MRGCD Board who will take action for approval of Contractor for WSCN Printing Bid on Monday, **August 12, 2019**. This recommendation shall be for the lowest responsible bidder whose bid is most advantageous to the MRGCD, taking into consideration the evaluation factors set forth in the ITB.

6. **Notice of Award**

The MRGCD reserves the right to award the coverage in whole or as stand-alone products. The Procurement Officer will notify all Bidders in writing of the final award on **August 13, 2019**.

7. **Protest Deadline**

Any protest by a bidder must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive bidders shall begin on the day following the contract award and will end as of 4:30 p.m. Local Time on August 29, 2019. Protests must be formal and must contain the name and address of the protestant, the name of this solicitation, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

The protest must be addressed and delivered to as follows:

Jeanette Bustamante, CPO  
Middle Rio Grande Conservancy District  
PO Box 581  
Albuquerque, NM 87103-0581  
505 247-0235 ext. 1329  
[jeanette@mrgcd.com](mailto:jeanette@mrgcd.com)

**SECTION III  
MANDATORY REQUIREMENTS**

**A. PRICING**

Only one (1) bid will be accepted on behalf of any firm. Alternate bids will not be accepted. Unit cost shall on a per thousand basis or as specified, which will include all costs associated with the printing and mail preparation, (i.e. sorting, tabbing, folding) and delivery to post office for mailing. (Unless otherwise specified) MRGCD will be responsible for the postage and deposits will be made into the Bulk Mail Permit account upon notification from the printer on the estimated mailing costs.

**B. NUMBER OF COPIES**

Bidders shall deliver one (1) original and two (2) copies of their bid.

**C. 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 bid may be requested by the District following the opening.

**D. WITHDRAWAL OF BIDS:**

Bids may be withdrawn with written notice to the MRGCD from an authorized representative any time prior to the award.

**E. LATE SUBMISSION:**

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

**F. DEBARMENT/SUSPENSION FORM:**

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, State agencies or local public bodies, nor is in receipt of a notice of proposed debarment or suspension from the Executive Branch of the Federal Government, etc.

**G. REFERENCES:**

Bids must include three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

- a. Name of individual or company services were provided for
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number of contact person
- e. Type of services provided and dates services were provided
- f. E-mail address (if available)

**H. EVALUATION OF BIDS:**

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

Evaluation criteria as follows:

1.	References	5%
2.	Bid Amount	45%
3.	Compliance to Bid Specifications, Conditions and Requirements	45%
4.	Mandatory Forms & Acknowledgement of Receipt Form	5%

**I. SCOPE OF WORK:**

**SCHEDULE I  
WATER SERVICE CHARGE NOTICE (WSCN)**

**WATER SERVICE CHARGE NOTICE (WSCN)** shall be a minimum of 11 inches in depth a maximum width of 8- 1/2 inches. Notice must incorporate two (2) payment coupons as an integral part of the form. Coupons must be removable and of a size compatible with a coupon filing system. Form design will incorporate perforations to aid in folding of form as well as separation of coupons from the water assessment payers' copy. Form will be printed in a scheme of three (3) over one (1). Mailing piece will consist of the imaged WSCN, one (1) return envelope inserted and outer mailing envelope. Both outgoing and return envelope must be of a postal service approved size and design to facilitate the most economical postage and handling cost. Outer mailing envelope must include the **PRESORTED FIRST-CLASS MAIL US POSTAGE PAID PERMIT NO. 1118**.

**(WSCN) MAILING REQUIREMENT**

Awarded vendor will produce the WSCN along with the accompanying mailing envelopes. Information imaged on WSCN will be provided via File Transfer Protocol (ftp://) by MRGCD. The envelopes provided will be utilized for the return payment(s) to MRGCD. Envelope must include a security block-out to obscure the view of any check or other payment document enclosed. Awarded vendor will be required to work closely with Ms. Estella Gamboa, Assessment Clerk III at 247-0234 Ext. 1323 or designated staff to insure on-time mailing of WSCN. Proofs and preliminary test run will be required, and formal approval must be issued prior to final mailing.

**SCHEDULE II  
WATER SERVICE CHARGE RECEIPT (WSCR)**

WSCR shall be a two (2) part NCR continuous form, perforated. Form will be printed on a Laser Jet Enterprise M604.

All colors on the form will conform to the new PMS colors.

LOGO- Is required to be printed on all Schedules, using the following PMS colors:

Black border with black lettering  
Tan - PMS 7408U  
Blue- PMS 300C

**COST RESPONSE FORM:  
SCHEDULE I**

**INVITATION TO BID**

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



**SEALED BIDS**, subject to the conditions below, and will be received at this Office until 11:00 A.M. August 6, 2019, and then publicly opened, for furnishing the following supplies, and / or services.

Jeanette Bustamante, Chief Procurement Officer  
(NAME)

ITEM NO.	ARTICLE OR SERVICES	QUANTITY	UNIT	AMOUNT	
				DOLLARS	CENTS
	<b>SCHEDULE II</b>				
	<b>WATER SERVICE CHARGE NOTICE</b>				
1.	<b>Printing and Mailing of Water Service Charge Notice, as specified in Section III, Mandatory Requirements (I)</b>	<b>12,000</b>	<b>\$</b>	\$	

In compliance with foregoing invitation for bids, and subject to all Bid Conditions on page 3 hereof, the undersigned offers and agrees, that pricing for this bid shall be good for \_\_\_\_ days from date of the opening, to furnish any or all of the items, at the price set opposite each item, and, unless otherwise specified, delivery shall be \_\_\_\_ days after receipt of order. Delivery shall be F.O.B. destination (1932 Second Street SW, Albuquerque, New Mexico).

Discount of \_\_\_\_\_% will be allowed for payment within 10 days.

BIDDER \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ PHONE # \_\_\_\_\_ E-MAIL \_\_\_\_\_



**COST RESPONSE FORM:  
SCHEDULE II**

**INVITATION TO BID**

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



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Jeanette Bustamante, Chief Procurement Officer  
(NAME)

ITEM NO.	ARTICLE OR SERVICES	QUANTITY	UNIT	AMOUNT	
				DOLLARS	CENTS
	<b>WATER SERVICE CHARGE RECEIPT</b>				
<b>1.</b>	<b>Printing of Water Service Charge Receipt</b>	<b>P/1,000</b>	<b>\$</b>	<b>\$</b>	
	<b>( As Needed)</b>				

In compliance with foregoing invitation for bids, and subject to all conditions on page 2 hereof, the undersigned offers and agrees, that pricing for this bid shall be good for \_\_\_\_\_ days from date of the opening, to furnish any or all of the items, at the price set opposite each item, and, unless otherwise specified, delivery shall be \_\_\_\_\_ days after receipt of order. Delivery shall be F.O.B. destination (1932 Second Street SW, Albuquerque, New Mexico).

Discount of \_\_\_\_\_ % will be allowed for payment within 10 days.

BIDDER \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ PHONE # \_\_\_\_\_ E-MAIL \_\_\_\_\_

## **BID CONDITIONS**

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

## **INSTRUCTION TO BIDDERS**

1. Samples of items, when required, must be furnished free of expense, prior to the opening of bids, and, if not destroyed will upon receipt, be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified with packing included.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. If the items bid has a trade name or brand, such trade name or brand must be stated in the bid.
5. To 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 PROPOSALS WHETHER THE DELAYS ARE DUE TO UNTIMELY DELIVERY BY PUBLIC OR PRIVATE (POSTAL OR PERSONAL) DELIVERY SERVICE. THEREFORE, WE ASK YOU TO PLEASE MAKE APPROPRIATE ARRANGEMENTS TO HAVE YOUR BIDS OR PROPOSALS IN BY THE DEADLINE DATE AND TIME AS DESIGNATED ON THE BID OR PROPOSAL.**

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

**“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 Invitation to Bids and ending with the award of the contract or the cancellation of the Invitation to Bids.

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

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

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

**“Name(s) of Applicable MRGCD Public Official(s)”**

Karen Dunning, Chair  
1004 Ortega NW  
Albuquerque, NM 87114

Joaquin Baca, Vice-Chair,  
100 Gold Ave. #408  
Albuquerque, NM 87102

Barbara Baca, Director At-Large  
636 Atrisco Dr. NW  
Albuquerque, NM 87105

John Kelly, Bernalillo County Director  
713 Camino Espanol NW  
Albuquerque, NM 87107

Stephanie Russo Baca, Valencia County Director  
1005 Miller Rd.  
Los Lunas, NM 87031

Valerie Moore, Socorro County Director  
P.O. Box 1497  
Socorro, NM 87801

Michael T. Sandoval, Sandoval County Director  
15 Rabbit Hill  
San Felipe Pueblo, NM 87001

**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 procurement process 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 bid 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 ITB will render the Bidder non-responsible. Furthermore, the Bidder shall provide immediate written notice to the Procurement Manager for this ITB 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 Invitation to 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 nonresponsibility and the withholding of an award under this ITB. 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 an Bidder if the requested exception is not granted for the Bidder.*

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

(i) The Offeror/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 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 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 an Offeror/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 BUSINESS CERTIFICATION**

(As per NMSA 1978 13-1-22)

Resident Business Certificate

Resident Veterans Certificate

## **RESIDENT BUSINESS CERTIFICATION**

Bidder's Company Name: \_\_\_\_\_

Resident Business Certificate Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Bidder must include a copy of Resident Business Certificate with their bid

## **RESIDENT VETERAN'S BUSINESS CERTIFICATION**

Bidder's Company Name: \_\_\_\_\_

Resident Veteran's Business Certificate Number: \_\_\_\_\_

Bidder must include copy of Resident Veteran's Business Certificate with their bid.

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

## Resident Veterans Preference Certification

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or bid. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the NM General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31st the following to be a true and accurate

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran contractor Preference under Section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans' preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statement about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

DATE: \_\_\_\_\_

*\* Must be an authorized signatory for the Business.*

*The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.*

## APPENDIX 4

### NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.
- D. For purposes of this Paragraph, the following terms have the following meanings:
  - (1) “New Mexico Employee” means any resident of the State of New Mexico employed by the Contractor who performs the majority of the employee’s work for Contractor within the State of New Mexico, regardless of the location of Contractor’s office or offices; and
  - (2) “Offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as Insure New Mexico.

By signing below, Bidder agrees to be bound by the terms stated in this form:

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX 5**  
**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

A. "Conflict of Interest Disclosure" A disclosure of clients represented and a formal statement of whether there is any real or perceived conflict of interest in representing the issues and advocacy for the MRGCD, addressing whether or not any conflict of interest exists between this project and other past or on-going projects, including any projects currently being conducted.

B. "Person" includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The Consultant or Sub consultant warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail):

E. The Consultant or Sub consultant agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the consultant or sub consultant shall immediately make a full disclosure in writing to the 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/bid is not in violation of any applicable Conflict of Interest laws or regulations, etc.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative)



## APPENDIX 6



# ACKNOWLEDGEMENT OF RECEIPT FORM

## INVITATION TO BID

### WATER SERVICE CHARGE NOTICE & WSC RECEIPTS

In acknowledgement of receipt of this Invitation to Bid the undersigned agrees that s/he has received a complete copy, beginning with the title page, and ending with Appendix 7.

The "Acknowledgement of Receipt Form" should be signed and returned to the Procurement Manager no later than July 22, 2019. Only potential Bidders who elect to return this form completed with the intention of submitting a bid will receive amendments, for in the event any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Invitation to Bid.  
Firm Does / Does Not intend to respond to this Invitation to Bid.  
(circle one)

Jeanette Bustamante, CPO  
Middle Rio Grande Conservancy District  
1931 Second Street, SW  
Albuquerque, New Mexico 87102  
Phone: 505-247-0234  
E-mail: [jeanette@mrgcd.us](mailto:jeanette@mrgcd.us)