

**REQUEST FOR BID**  
**FOR**  
**CONCRETE & SHOTCRETE**

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT**  
**1931 SECOND STREET, S.W.**  
**POST OFFICE BOX 581**  
**ALBUQUERQUE, NEW MEXICO 87103**  
**(505) 247-0234**



**DEADLINE FOR RESPONSE**

**JUNE 1, 2016**  
**10:00 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**

## I. INTRODUCTION

The Middle Rio Grande Conservancy District (hereafter referred to as District) will be accepting Sealed Bids for one year Multi-Award Contract for Concrete and Shotcrete for the following Schedules. Schedule I, Albuquerque Division; Schedule II, Cochiti Division; Schedule III, Belen Division; and Schedule IV Socorro Division.

1. A. Release of Bid: May 19th, 2016.
- B. Deadline for Submission; 10:00 A.M., Wednesday, June 1st, 2016.
- C. Acknowledgement of Receipt forms deadline by C.O.B. Monday May 23rd, 2016.

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

The deadline for receipt of bids shall be June 1st, 2016, no later than 10:00 a.m. Bids will be time stamped upon receipt. **No Bids will be accepted by electronic transmission,**

All bids shall be submitted in a sealed envelope marked **Concrete/Shotcrete Bid.**

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

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

**Withdrawal of Bids:** Bids may be withdrawn by written notice of in person by a bidder or an authorized representative any time prior to the award.

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

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

his/her offer includes all costs required to complete the requirements of this Invitation.

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

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

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

**Resident Veterans Business Preference Certification**

**( If applying for Resident Veteran Business preference; See Appendix 3.)**

## **II. RFB REQUIREMENTS:**

1. Insurance: The bidder shall furnish the District along with the bid, a certificate of insurance showing the type of amount of operations covered, effective dates and expiration dates of policies.
2. **Bidder will accept that MRGCD reserves the right to order the quantity that is bid, in increments that are acceptable to our needs at that time, over a 12 month period. MRGCD may go over, or under the amount bid with no price increase or penalty.**
3. Substitution for calcium or polar set, fiber mesh and air entrained will require District approval.
4. Miscellaneous Expense: Fuel, travel time and all incidentals must be incorporated in the unit price for Concrete and Shotcrete. (NO EXCEPTIONS)
5. Bidder shall provide mix designs for Concrete 3,000 and Shotcrete 3,000 PSI
6. Bidders must also include 3 references including all specific contact information.

## **III. EVALUATION OF BIDS:**

Bids will be evaluated by the District office using the criteria as listed in this Request for Bid. During the evaluation process, the District may seek additional clarification from offerors.

All bids received by the deadline will be evaluated by the District.

Evaluation made by District staff will not be made public until after the selection process is complete.

Evaluation criteria as follows:

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

#### IV. **SELECTION OF OFFEROR**

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

#### V. **CONTRACT APPROVAL**

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

#### VI. **SCOPE OF WORK:**

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

1. Driving Experience
  - a. Narrow earth bridges
  - b. Wood bridges
  - c. Backing up for long distances
2. Cooperative and responsible for following instructions.
3. **Responsive to orders less than 24-hour notice.**
4. All delivery tickets must be signed and received by an MRGCD employee. The employee must identify themselves by presenting their District issued badge, and will be required to sign/print his/her name, document the badge number and date delivery ticket **“NO EXCEPTIONS”**. The District will not be responsible for any deliveries that do not comply with this requirement and payments will not be authorized.

5. Unloading:
  - a. Allow minimum of one-hour unloading time for every four- (4) cubic yards. Time will commence upon arrival of batch order at job site.
  - b. Incidentals should be considered in bid price.
  - c. Travel time does not apply to unloading time.

**Quantities:**

**The quantities shown on this request are based on estimated needs. The District reserves the right to increase or decrease quantities to meet actual needs.**

6. If down time occurs because of the following;
  1. Machine breaks down
    - a. Aggregate to large
  2. Batch order not delivered by the specified time
    - a. Loss of man hours

A penalty will be assessed against the contractor.

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

**CONTRACT TERMS AND CONDITIONS**

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

**A. Scope of Work**

The Contractor shall deliver as required Concrete and or Shotcrete and be responsive to orders **less than 24-hour notice**, and as per the bid specifications.

**B. Terms**

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

**C. Status of Contractor**

The Contractor, his agents and employees, are independent contractors providing materials to the District and shall be insured, and bonded, as a result of this contract.

**D. Assignment**

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

**E. Sub-Contracting**

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

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

**G. Amendment**

The Contract shall not be altered, or amended except by prior written approval of the District.

**H. Insurance**

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

## MINIMUM SPECIFICATIONS

### PORTLAND CEMENT CONCRETE

#### GENERAL

Concrete will be laboratory design mix, identified by design mix number which will be submitted to the Engineer. No structural concrete mixture shall contain less than 5 sacks of cement per cubic yard. All concrete placed under this section shall be air-entrained. Weighing and metering devices used for the purpose of proportioning materials shall fulfill requirements as to accuracy and tolerance prescribed by the Superintendent of Weights and Measures, and such devices shall be sealed and certified by him or a certified representative. This certification shall not be over 12 months old and shall be renewed whenever deemed necessary by the Engineer. When portable plants are set up a new location, the scales and scale assembly shall be inspected and certificates issued before work commences regardless of the date when the scales were last tested. ASTM C 94 shall apply to all ready-mixed concrete produced in accordance with the provision of this section.

#### 101.2 REFERENCES

##### 101.2.1 ASTM

|       |       |
|-------|-------|
| C 31  | C 172 |
| C 33  | C 192 |
| C 39  | C 227 |
| C 42  | C 260 |
| C 78  | C 289 |
| C 94  | C 293 |
| C 143 | C 311 |
| C 150 | C 618 |

##### 101.2.2 ACI

211  
318

#### 101.3 PORTLAND CEMENT

**101.3.1** Cement to be used or furnished under these specifications shall be Portland cement, conforming to the requirements of ASTM C 150. The type to be used shall be Type I or Type II. Where the presence of water-soluble sulphate (SO<sub>4</sub>) in ground water exceeds 1,000 parts per million, the tricalcium aluminate in the cement shall be limited to 5 percent.

**101.3.2** Cement shall be sampled and tested as prescribed in said ASTM specifications. The Contractor shall obtain a certification of compliance signed by the cement manufacturer identifying the cement and stating that the cement delivered to the batching site complies with these specifications. When requested by the Engineer, the Contractor shall furnish him with three copies of said certification.

**101.3.3** When suitable facilities (such as those recommended by the Concrete Plant Manufacturer's Bureau and/or approved by the Engineer) are available for handling and weighing bulk cement, such facilities shall be used. Otherwise, the cement shall be delivered in original unopened bags of the manufacturer and the type of cement plainly marked thereon, each bag to contain 94 pounds of cement.

**101.3.4** Cement shall be stored in such a manner as to permit ready access for the purpose of inspection and be suitably protected against damage by contamination or moisture. Should any lot of bulk cement delivered to the site show evidence of contamination, the Engineer may require that such lot be removed for the site.

**101.3.5** Portland cement used in the manufacture of concrete for any individual structure shall be of the same brand or type unless otherwise approved by the Engineer.

**101.3.6** Low alkali cement shall conform to the requirement for Portland cement, as specified in ASTM C 150 and, in addition, shall contain no more than 0.60 percent by weight of alkalis calculated as  $\text{Na}_2\text{O} + 0.659 \text{K}_2\text{O}$ .

#### **101.4 AGGREGATES**

**101.4.1** Aggregates shall conform to ASTM C 33 and none shall be incorporated in the work unless they comply with these specifications as determined by and until approved by the Engineer. Prior to delivery of the aggregates, the Contractor will be required to furnish samples for testing and shall notify the Engineer as to when and where they will be available.

**101.4.2** In placing materials in storage or in moving them from storage to the mixer, no method shall be employed which may cause the segregation, degradation, or the combining of materials of different grading which will result in any stockpile not meeting specified requirements.

**101.4.3** In the event the aggregates are considered reactive and/or a low-alkali cement is unavailable locally, the addition of any approved fly ash to counteract the alkali aggregate reaction shall be permitted.

**101.4.4** The use of reactive aggregates shall be considered as solely for the benefit of the Contractor and no additional allowance will be made for the use of low-alkali cement or an approved fly ash.

**101.4.5** Aggregates shall meet the requirements of ASTM C 227 amended as follows:

The maximum allowable expansion at six months is 0.05 percent and at twelve months is 0.10 percent. The Contractor will be required to furnish certified laboratory tests indicating the aggregates meet these requirements.

#### **101.5 AGGREGATE GRADING**

**101.5.1** Coarse aggregates shall meet the gradation limits as specified.

**101.5.2** Sand, rock, and cement for concrete shall be measured by weight



except that when the amount of concrete required for any one job is 10 cubic yards or less, upon the approval of the Engineer, and with a proportion design approved by the Engineer, these materials may be measured either by weight or volume.

## **101.6 WATER**

**101.6.1** The amount of water shall be varied in accordance with the moisture content of the aggregates and the requirements for workability.

**101.6.2** The equipment for measuring and supplying the water to the mixer shall be so constructed and arranged that the amount of water to be added to the mixture can be measured, in gallons or by weight, positively and that the predetermined quantity of water required can be discharged rapidly in one operation into the mixing drum without dribbling. Tanks or other equipment for measuring and discharging water into the mixer shall be sufficiently accurate that the amount of water delivered to the mixer for any batch shall not vary more than one percent from the required quantity. Adequate means for determining and checking the accuracy of the equipment shall be provided and made available to the Engineer.

**101.6.3** The water used for mixing with concrete shall be free from oil, vegetable matter, and other deleterious substances and shall conform to the following requirements:

## **101.7 ADMIXTURES**

**101.7.1** Admixtures of any type, except as otherwise specified herein, shall not be used unless written authorization has been obtained from the Engineer. Air content shall be in accordance with Table 101.

**101.7.2** Air-entraining agent, conforming to ASTM C 260, shall be measured accurately by mechanical means into each batch by equipment and in a method approved by the Engineer.

**101.7.3** Other admixtures, if used, shall conform to approved standards. Admixtures shall be included in the bid price of the concrete.

## **101.8 PROPORTIONING**

**101.8.1** The determination of the concrete design proportions shall be solely the Contractor's responsibility and shall be established, using the cement and water contents on the basis either of laboratory trial batches designed in accordance with ACI 211.1 and Table 101 or of field experience with the materials to be employed. If suitable data from trial batches of field experience cannot be obtained, concrete proportions may be used on the method recommended in ACI 318. The proportions shall be selected to produce an average strength at the designated test age exceeding  $f'_c$  by the amount indicated in ACI 318. The aggregate proportions shall produce a workable mix, with coarse aggregate used in the greatest amount consistent with required workability.

**101.8.2** Weigh hoppers shall be charged from bins located directly over the weigh hoppers or from other conveyors approved by the Engineer. When conveyor belts are used, there shall be a separate belt for each size of aggregate.

**101.8.3** Bulk cement shall be weighed in an individual hopper and shall be kept separate from the aggregates until the batch ingredients are released for discharge. The cement hopper shall be attached to a separate belt.

**101.8.4** Scales utilized in the proportioning device may be of the springless dial type or the multiple beam type or other type approved by the Engineer.

**101.8.5** If the dial type is used, the dial shall be of such size and so arranged that it may be read easily from the operating platform.

**101.8.6** If the multiple beam type is used, the scales shall be provided with an indicator operated by the main beam, which will give positive visible evidence of over/under weight. The indicator shall be so designed that it will operate during the addition of the last 400 pounds of any weighing. The over travel of the indicator hand shall be a least one-third of the loading travel. Indicators shall be enclosed against moisture and dust.

**101.8.7** Weighing equipment shall be as recommended by the Concrete Plant Manufacturer's Bureau and insulated against vibration or movement of other operating equipment in the plant. When the entire plant is running, the scale reading at cutoff shall not vary from the weight designated by the Engineer more than one percent for cement, one and one-half percent for any size aggregates not one percent for the total aggregate in any batch.

**101.8.8** When proportioned at a mixing plant there shall be an approved method of determining the moisture in the aggregate, accurate to within one-half percent. If requested by the Engineer, details of the method and equipment for measuring and proportioning materials shall be submitted to him for approval.

## **101.9 MIXING**

**101.9.1** Machine mixing will be required in all cases other than those in which it would obviously prove to be impractical; in which latter event, hand mixing will be permitted only to the extent necessary. Regardless of the method employed, mixing shall commence as soon as possible after the cement is placed in contact with the aggregate.

**101.9.2** In the event haul distances are such that mixing time shall surpass that allowed, a dry batch method may be employed when approved by the Engineer.

**101.9.3** All concrete mixers shall be of such design and construction and so operated as to provide thoroughly and properly mixed concrete in which the ingredients are uniformly distributed.

**101.9.4** An acceptable dry batch method is as follows: A quick latch hatch is removed from the drum and the opening in the drum is rotated to the high point of the drum. Water is then introduced through the opening of the stationary drum followed by a layer consisting of all of the coarse aggregate. The cement is layered on top of the fine

aggregate; thus, cement does not come into contact with the water until the drum is rotated. The hatch is then replaced in the drum and mixing of the concrete does not occur until arrival at the jobsite. In the event free moisture content of the fine aggregate exceeds 4.0 percent, this procedure shall be modified to allow transportation to the site of adjusted water and aggregate proportions. The cement shall be added at the site to conform to proper mix proportions of the accepted mix design. Measurement of cement shall be by standard bag amount or an accepted scale approved by the Engineer.

## **101.10 MIXERS**

**101.10.1** Paving and stationary mixers shall be equipped with an accurate automatic timing device so designed and constructed as to lock the discharge lever before aggregate and cement enter the drum and release such lever only after the specified mixing time has elapsed. The setting of said device shall be under the observation of the Engineer. Water control equipment as described in Subsection 101.6 hereof shall be provided with each concrete mixer.

**101.10.1.2** Mixers shall be maintained in proper and serviceable working condition, and any part or portion thereof that is out of order or becomes worn to such extent as to detrimentally affect the quality of mixing shall be promptly repaired or replaced.

**101.10.1.3** The proper proportions of aggregate, cement, and water for each batch of concrete shall be placed in the mixer and shall be mixed for a period of not less than one and one-half minutes after all such materials are in the drum.

**101.10.1.4** The rotating speed at which the mixer shall be operated shall conform to that recommended by the manufacturer.

**101.10.1.5.** The total volume of materials mixed in any one batch shall neither exceed the water level capacity of the mixer nor the manufacturers catalog rated capacity of the mixer.

### **101.10.2 TRANSIT MIXERS:**

**101.10.2.1** Transit mixers shall be high quality equipment and meet the general requirements herein above specified. They shall be equipped with modern type gauges capable of indicating all necessary load controls.

**101.10.2.2.** The total elapsed time between the addition of water at the batch plant and depositing the completed mix shall not exceed 90 minutes. Under conditions contributing to quick setting, the total elapsed time permitted may be reduced by the Engineer. Each mixer and agitator shall have attached thereto in a prominent place a metal plate or plates, installed by the manufacturer, on which is plainly marked the capacity of the drum in terms of the volume of mixed concrete and the speed of rotation for the agitating and mixing speeds of the mixing drum or blades.

**101.10.2.3** No water shall be added to the concrete mix after the addition of water at the batch plant without the permission of the Engineer, and under no circumstances, if the total time elapsed since the addition of water at the batch plant exceeds 45 minutes, MRGCD reserves the right to reject batch if it arrives on site after the allowed 45 minutes.

**101.10.2.4** Each mixer shall have an identification number painted on the truck on such a location that it can be readily read from the batching platform.

**101.10.2.5.** The total volume of materials introduced into the mixer for mixing purposes shall not exceed the manufacturer's guaranteed mixing capacity. If the concrete so mixed does not meet the uniformity requirements of this section, the amount of materials charged into the mixer shall be reduced.

**101.10.2.6** The total volume of materials mixed in any one batch shall neither exceed the water level capacity of the mixer nor the manufacturer's catalog rated capacity of the mixer.

**101.10.2.7** Each batch of concrete placed in the mixer shall therein be mixed for not less than 70 nor more than 100 revolutions of the drum of blades, at the speed designated by the manufacturer of the equipment as mixing speed. Additional mixing shall be at the speed designated by the manufacturer of the agitating equipment. The revolving of the drum shall be continuous until the concrete is completely emptied from the drum. Before any portion of the materials for any batch of concrete is placed therein, the drum of the mixer shall be emptied of the previously mixed batch, including wash-up water, before any batch is placed therein.

**101.10.2.8** Before unloading concrete at the construction site, the Engineer shall be provided with a legible weighmaster's certificate (delivery ticket) which shall contain the following information concerning the concrete furnished by the manufacturer:

- Name of ready-mix batch plant,
- Serial number of ticket,
- Date and truck number,
- Name of Contractor
- Specific designation of job (name and location),
- Specific class or designation of the concrete in conformance with that employed in the job specifications,
- Amount of concrete (cubic yards),
- Time loaded or of first mixing of cement and aggregate,
- Water added by the receiver of concrete and his initials,
- Type of admixture and amount of same.

**101.10.2.9** Additional information designated by the Engineer and required by the job specification shall also be furnished upon request of the Engineer, such information may include:

- Reading of revolution counter at the first addition of water;
- Signature or initials of ready-mix representative,
- Type and brand of cement,
- W/C ratio
- Maximum size of aggregate,
- Weights of fine and coarse aggregate and,
- Indication that all ingredients are as previously certified or approved.

**101.10.2.10** The type, capacity and manner of operation of the mixing and transporting equipment for ready-mixed concrete shall conform to the current "Standards for Operation of Truck Mixers and Agitators of the National Ready-Mix Concrete Association" and the Truck Mixer Manufacturers Bureau and ASTM C 94. Adequate control may require that

additional water be added and mixed into the batch for a minimum mixing time of three minutes at the point of discharge. Water shall not be added to the batch during transit.

## **101.11        LOADING AND TRANSPORTATION OF MATERIALS                   AND MIXED CONCRETE**

The compartments of trucks or other equipment used for the purpose of transporting proportioned aggregates, bulk cement, or mixed concrete shall be sufficiently high and tight and otherwise suitably constructed and adequately protected to prevent loss or leakage of the contents thereof during transit or charging.

## **101.12.        TESTS**

**101.12.1**        Concrete test samples for acceptance will be taken in the field by the Engineer or a qualified technician from a testing laboratory approved by the Engineer in strict accordance with ASTM C 172. In no case shall concrete used for slump tests or air tests be used for molding specimens for strength tests.

**101.12.2**        Slump tests will be made in the field in accordance with ASTM C 143.

**101.12.3**        Concrete cylinders for acceptance tests shall be molded in accordance with ASTM C 31. Curing done in the field shall be sealed in metal or plastic molds provided the conditions, including the maintenance of temperature range, are in accordance with ASTM C 31. Curing boxes approved by the Engineer shall be used for all concrete cured in the field. If the specified temperature range cannot be maintained, the samples shall be taken to the testing laboratory where they shall be molded as specified in ASTM C 31 and cured as specified ASTM C 192, provided the cylinders can be molded within 15 minutes after sampling.

**101.12.4**        Specimens will be tested in accordance with ASTM C 39, C 78 & C 93. Quantity of tests shall be set forth in specific subsections. One test shall consist of no less than 3 specimens cast using concrete from one load.

**101.12.5**        Evaluation and acceptance of concrete shall meet the criteria established in Section 4, ACI 318. Each strength test result shall be the average of two cylinders from the same sample tested at 28 days of the specified age. The strength level of the concrete will be considered satisfactory if the averages of all sets of three consecutive strength test results equal or exceed the required f'c and no individual strength test result falls below the required f'c by more than 500 psi.

**101.12.6**        If individual tests of laboratory-cured specimens produce strengths more than 500 psi below f'c or if tests of field-cured cylinders indicate deficiencies in protection and curing, steps shall be taken to assure that the load carrying capacity of the structure is adequate. If the presence of low strength concrete is confirmed and computations indicate that the load-carrying capacity may have been significantly reduced, tests of cores drilled from the area in question shall be required in accordance with ASTM C 42. Three cores shall be taken for each case of an individual cylinder test more than 500 psi below f'c or where the average of any set of three consecutive strength test results is below f'c. If the concrete in the structure will dry under service conditions, the cores shall be air dried (temperature 60 to 80 degrees F., relative humidity less than 60 percent) for seven days

before test and shall be tested dry. If the concrete in the structure will be more than superficially wet under service conditions, the cores shall be immersed in water for at least 48 hours and tested wet. Any cores or testing required because of low strength test results shall be paid for by Contractor and no expense to the Owner.

**101.12.7** Concrete in the area represented by the core tests shall be considered structurally adequate if the average of the three cores is equal to at least  $f'c$  and if no single core is less than  $f'c$  minus 500 psi. To check testing accuracy, locations represented by erratic core strength may be retested. If these strength acceptance criteria are not met by the core tests, and if structural adequacy remains in doubt, the Owner and Engineer may order load tests as outlined in Chapter 20, ACI 318 for the questionable portion of the structure. The Contractor shall pay for these load tests.

**101.12.8** If the structure under consideration does not satisfy the above strength acceptance criteria or the criteria of Section 20.2 or 20.4, ACI 318 the Owner may order the Contractor to remove and replace any portion of the structure which not in compliance with the above. If so ordered, the Contractor shall perform such work at his own expense.

### **101.13 TEMPERATURE CONTROLS**

**101.13.1** The temperature of the concrete mix at the time it is placed in final position shall not exceed 95 degrees F.

### **101.14 POZZOLANIC MATERIALS**

**101.14.1** Pozzolanic materials to be used in concrete of furnished under this specification shall conform to the requirements of ASTM C-618.

**101.14.2** Pozzolans shall be sampled and tested as prescribed in ASTM C-618 and ASTM C-311. The Contractor shall obtain and deliver to the Engineer a certification of compliance signed by the Pozzolan supplier identifying the Pozzolan and stating the Pozzolan delivered to the batching site complies with applicable specifications.

**101.14.3** Pozzolan material shall be handled and stored in the same manner as Portland cement. When facilities for handling bulk Pozzolan are not available, the Pozzolan shall be delivered in original unopened sacks bearing the name and brand of the supplier, the type and source of the Pozzolan, and weight contained in each sack plainly marked thereon. A Pozzolan shall not be mixed with any other brand or type unless written permission has first been obtained from the Engineer. All Pozzolan used in the manufacture of concrete for any individual structure shall be of the same type and the same source unless otherwise approved by the Engineer.

**101.14.4** No partial bags shall be used unless facilities are available to accurately weigh the partial bags.

**101.14.5** All Pozzolan to be incorporated into the concrete as a separate ingredient shall be weighed. When the cement scales are used for weighing both cement and Pozzolan, the cement shall be weighed first. If separate scales are provided, they shall be accurate to  $\pm 0.3$  of the scale capacity.

TABLE 101

**CONCRETE MATERIAL**

|    |                       |                |
|----|-----------------------|----------------|
| a. | COMPRESSIVE STRENGTH  | 3,000 PSI      |
|    | SLUMP                 | 2-1/2 - 3 INCH |
|    | MAXIMUM AGGREGATE     | 3/4 INCH       |
|    | ENTRAINED AIR CONTENT | 2-6 %          |
| b. | COMPRESSIVE STRENGTH  | 4,000 PSI      |
|    | SLUMP                 | 2-1/2-3 INCH   |
|    | MAXIMUM AGGREGATE     | 3/4 INCH       |
|    | ENTRAINED AIR CONTENT | 2-6 %          |

**SHOTCRETE MATERIAL**

|  |  |                               |
|--|--|-------------------------------|
|  | COMPRESSIVE STRENGTH                     | 3,000 PSI                     |
|  | SLUMP                                    | 3-5 INCH                      |
|  | MAXIMUM AGGREGATE – <b>NON FRACTURED</b> | 3/8 INCH                      |
|  | WATER REDUCER                            | 4 OZ. PER 100 WT<br>OF CEMENT |
|  | ENTRAINED AIR CONTENT                    | 2-6 %                         |

**NOTE: PERIODIC COMPRESSIVE STRENGTH TESTS MAY BE PERFORMED. THE CYLINDERS WILL BE TAKEN IN THE FIELD AND TRANSPORTED TO A TESTING FACILITY OR COMPRESSIVE TESTS FACILITY. STRENGTH TESTS OF TEST SPECIMENS SHALL BE EQUAL TO OR GREATER THAN THE SPECIFIED STRENGTH.**



# REQUEST FOR BID



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

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

Office until 10:00 o'clock a.m. June 1, 2016, and then publicly opened, for furnishing the following supplies, and / or services.

Richard DeLoia, Purchasing Agent  
(NAME)

| SCHEDULE I – ALBUQUERQUE DIVISION   |  |          |          |            |         |       |
|---|--|----------|----------|------------|---------|-------|
| M.R.G.C.D. BOUNDARIES OF ALBUQUERQUE DIVISION FROM ANGOSTURA DAM SOUTH TO NORTH BOUNDARY OF ISLETA PUEBLO |  |          |          |            |         |       |
| ITEM NO.  | ARTICLE OR SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT  |       |
|   |  |          |          |            | DOLLARS | CENTS |
| 1.  | CONCRETE, 3,000 PSI  | 500      | Cu. Yds. | \$         | \$      |       |
| 2.  | CONCRETE, 4,000 PSI  | 20       | Cu. Yds. | \$         | \$      |       |
| 3.  | SHOTCRETE, 3,000 PSI   | 600      | Cu. Yds. | \$         | \$      |       |
| 4.  | CALCIUM/POLAR SET 1% – (UPON REQUEST)  | 300      | Cu. Yds. | \$         | \$      |       |
| 5.  | FIBERMESH (UPON REQUEST)   | 300      | Cu. Yds. | \$         | \$      |       |
| 5.  | AIR ENTRAINMENT  | 1120     | Cu. Yds. | \$         | \$      |       |
|   | FUEL COST, TRAVEL TIME AND ALL INCIDENTALS MUST BE INCLUDED IN UNIT COST (NO EXCEPTIONS) |          |          |            | \$      |       |
|   |  |          |          |            | \$      |       |
| <b>BID TOTAL</b>  |  |          |          |            | \$      |       |

In compliance with foregoing invitation for bids, and subject to all bid conditions 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.

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

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

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

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





# REQUEST FOR BID



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

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

Office until 10:00 o'clock a.m. June 1, 2016, and then publicly opened, for furnishing the following supplies, and / or services.

Richard DeLoia, Purchasing Agent  
(NAME)

### SCHEDULE II – COCHITI DIVISION

#### BOUNDIARIES OF COCHITI DIVISION FROM PENA BLANCA, NM SOUTH TO NORTH BOUNDARY OF ANGOSTURA

| ITEM NO.         | ARTICLE OR SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT  |       |
|------------------|--|----------|----------|------------|---------|-------|
|                  |  |          |          |            | DOLLARS | CENTS |
| 1.               | CONCRETE, 3,000 PSI  | 60       | Cu. Yds  | \$         | \$      |       |
| 2.               | CONCRETE, 4,000 PSI  | 20       | Cu. Yds. | \$         | \$      |       |
| 3.               | SHOTCRETE, 3,000 PSI   | 150      | Cu. Yds, | \$         | \$      |       |
| 4.               | AIR ENTRAINMENT  | 230      | Cu. Yds. | \$         | \$      |       |
|                  | FUEL COST, TRAVEL TIME AND ALL INCIDENTALS MUST BE INCLUDED IN UNIT COST (NO EXCEPTIONS) |          |          |            |         |       |
|                  |  |          |          |            | \$      |       |
| <b>BID TOTAL</b> |  |          |          |            | \$      |       |

In compliance with foregoing invitation for bids, and subject to all bid conditions 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.

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

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

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

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



# REQUEST FOR BID

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



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

Office until 10:00 o'clock a.m. June 1, 2016. and then publicly opened, for furnishing the following supplies, and / or services.

Richard DeLoia, Purchasing Agent  
(NAME)

| SCHEDULE III – BELEN DIVISION   |  |          |          |            |         |       |
|---|--|----------|----------|------------|---------|-------|
| MRGCD. BOUNDARIES OF BELEN DIVISION FROM ISLETA DAM SOUTH TO NORTH BOUNDARY OF BERNARDO |  |          |          |            |         |       |
| ITEM NO.  | ARTICLE OR SERVICES  | QUANTITY | UNIT     | UNIT PRICE | AMOUNT  |       |
|   |  |          |          |            | DOLLARS | CENTS |
| 1.  | CONCRETE, 3,000 PSI  | 300      | Cu. Yds. | \$         |         |       |
| 2.  | CONCRETE, 4,000 PSI  | 20       | Cu. Yds. | \$         | \$      |       |
| 3.  | SHOTCRETE, 3,000 PSI   | 200      | Cu. Yds. | \$         |         |       |
| 4.  | CALCIUM/POLAR SET 1% – (UPON REQUEST)  | 200      | Cu. Yds. | \$         |         |       |
| 5.  | FIBERMESH (UPON REQUEST)   | 200      | Cu. Yds. | \$         |         |       |
| 6.  | AIR ENTRAINMENT  | 520      | Cu. Yds. | \$         | \$      |       |
|   | FUEL COST, TRAVEL TIME AND ALL INCIDENTALS MUST BE INCLUDED IN UNIT COST (NO EXCEPTIONS) |          |          |            |         |       |
| <b>BID TOTAL</b>  |  |          |          |            | \$      |       |

In compliance with foregoing invitation for bids, and subject to all bid conditions 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.

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

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

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

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



# REQUEST FOR BID



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

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

Office until 10:00 o'clock a.m. June 1, 2016, and then publicly opened, for furnishing the following supplies, and / or services.

Richard DeLoia, Purchasing Agent  
(NAME)

| <b>SCHEDULE IV – SOCORRO DIVISION</b>   |   |          |          |            |                   |       |
|---|---|----------|----------|------------|-------------------|-------|
| <b>M.R.G.C.D. BOUNDARIES OF SOCORRO DIVISION FROM BERNARDO, NM SOUTH TO BOSQUE DEL APACHE GAME REFUGE</b> |   |          |          |            |                   |       |
| ITEM NO.  | ARTICLE OR SERVICES   | QUANTITY | UNIT     | UNIT PRICE | AMOUNT<br>DOLLARS | CENTS |
| 1.  | <b>CONCRETE, 3,000 PSI</b>  | 150      | Cu. Yds. | \$         | \$                |       |
| 2.  | <b>CONCRETE, 4,000 PSI</b>  | 20       | Cu. Yds. | \$         | \$                |       |
| 3.  | <b>DARASET – (UPON REQUEST)</b>   | 150      | Cu. Yds. | \$         | \$                |       |
| 4.  | <b>FIBERMESH (UPON REQUEST)</b>   | 150      | Cu. Yds. | \$         | \$                |       |
| 5.  | <b>AIR ENTRAINMENT</b>  | 170      | Cu. Yds. | \$         | \$                |       |
|   | <b>FUEL COST, TRAVEL TIME AND ALL INCIDENTALS MUST BE INCLUDED IN UNIT COST (NO EXCEPTIONS)</b> |          |          |            |                   |       |
|   |   |          |          |            | \$                |       |

In compliance with foregoing invitation for bids, and subject to all bid conditions 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.

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 BIDS WHETHER THE DELAYS ARE DUE TO UNTIMELY DELIVERY BY PUBLIC OR PRIVATE (POSTAL OR PERSONAL) DELIVERY SERVICE. THEREFORE, WE ASK YOU TO PLEASE MAKE APPROPRIATE ARRANGEMENTS TO HAVE YOUR BIDS OR BIDS IN BY THE DEADLINE DATE AND TIME AS DESIGNATED ON THE BID OR PROPOSAL.**

*APPENDIX NO. 1*

*CAMPAIGN CONTRIBUTION DISCLOSURE FORM*

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, which has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

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

**“Name(s) of Applicable MRGCD Public Official(s)”**  
(Adrian Oglesby, Karen Dunning, Derrick Lente, Beverly Dominguez Romero, Glen Duggins, John Kelly and Chris Sichler)



**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 NO. 2**  
**SUSPENSION AND DEBARMENT REQUIREMENT**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT  
AND OTHER RESPONSIBILITY MATTERS**

The entering of a contract between Middle Rio Grande Conservancy District (MRGCD) and the successful Bidder pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. MRGCD’s contract with the successor Bidder shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Bidders must provide as a part of their bids a certification to MRGCD in the form provided below. Failure of a Bidder to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Bidder non-responsible. Furthermore, the Bidder shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

*Although MRGCD may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Bidder in paragraph (a), below, is a material representation of fact upon which MRGCD will rely when making a contract award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to MRGCD, MRGCD may terminate the contract resulting from this request for bids for default.*

*The certification provided by the Bidder in paragraph (a), below, will be considered in connection with a determination of the Bidder's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Bidder's bid for nonresponsibility and the withholding of an award under this RFP. If the Bidder's certification indicates that that any of the items in paragraph (a), below, exists, the Bidder shall provide with its bid a full written explanation of the specific basis for, and circumstances connected to, the item; the Bidder's failure to provide such explanation will result in rejection of the Bidder's bid. If the Bidder's certification indicates that that any of the items in paragraph (a), below, exists, MRGCD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if MRGCD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will MRGCD award a contract to a Bidder if the requested exception is not granted for the Bidder.*

(a)(1) By signing and submitting a bid, the Bidder certifies, to the best of his/her knowledge and belief, that:

(i) The Bidder and/or any of its Principals-

- (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (B) Have  have not , within a three-year period preceding the date of the Bidder's bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;
- (D) Have  have not  within a three-year period preceding the date of Bidder's bid, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and
- (E) Have  have not  been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. §1320a-7.

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. §76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used in the certification, such as *covered transaction, debarred, excluded, exclusion, ineligible, ineligibility, participant, and person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

BIDDER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
\_\_\_\_\_

DATE:

**APPENDIX NO. 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**

**Offeror's Company Name:** \_\_\_\_\_

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

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

**Offeror "must" include a copy of Resident Business Certificate with their proposal**

**RESIDENT VETERAN'S BUSINESS CERTIFICATION**

**Offeror's Company Name:** \_\_\_\_\_

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

**Offeror must include copy of Resident Veteran's Business Certificate with their proposal.**

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

**"I agree to submit a report, or reports, to the 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 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.***