

REQUEST FOR BID
FOR
RADIO TELEMETRY UNITS

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



DEADLINE FOR RESPONSE
OCTOBER 26, 2021
10:00 A.M.

COMMODITY CODE; 83888

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 is seeking Sealed Bids to provide Wireless Automated products for efficiency improvement throughout the District. **The term of this agreement shall be for one (1) year, and with the option to extend the agreement for up to 3 additional years, upon mutual agreement of both parties.** MRGCD reserves the right to renew or renegotiate contract pricing annually, by mutual agreement with the offeror. The agreement shall not exceed a total of four (4) years. This RFB will result in a single source award.

III. TIME – PLACE - AWARD

Bids must be submitted on the official bid form, if space is not adequate on the please attach a separate sheet with the additional information.

All bids shall be clearly marked in the lower left-hand corner of the sealed envelope “**RADIO TELEMETRY UNITS**”. The filing date and time marked or stamped on the envelope by MRGCD shall be conclusive evidence of the date and time the bids was filed.

1. The deadline for receipt of bids shall be **Tuesday October 26th, no later than 10:00 a.m.**
2. Acknowledgement of Receipt forms deadline by C.O.B Tuesday October 19th, 2021

No Bid will be accepted by electronic transmission.

Middle Rio Grande Conservancy District
Mr. Richard DeLoia, Chief Procurement Officer
1931 Second Street, S.W.
P.O, Box 581
Albuquerque, New Mexico 87103

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Withdrawal of Bids: Bids may be withdrawn by written notice of in person by a bidder or an authorized representative any time prior to the award.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.** All bids received will remain sealed and unopened until the opening time specified.

Campaign Contributions: Bidders must complete and submit the NMSA Campaign Contribution Disclosure Form (See Appendix 1).

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. (See Appendix 2).

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.)

III. RFB MANDATORY REQUIREMENTS:

1. Bidder must provide documentation as New Mexico authorized dealer/distributor for unit bidding, established for a minimum of 5 years.
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. All paperwork, Invoices are due on delivery and before payment will be made.

IV. 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. | Bid Amount | 45% |
| 2. | Compliance to Bid Specs, and RFB Mandatory Requirement | 45% |
| 3. | Mandatory Forms (Appendix 1, 2 & 3 if Applicable) | 10% |

V. SELECTION OF OFFEROR

The Contractor selected to provide the materials will be notified along with those not selected in writing.

VI. MINIMUM SPECIFICATIONS

1. Radio Telemetry Units, All Types

a. General Requirements

i. **Mandatory** Requirements

1. All materials and accessories comprising the Radio Telemetry Units, Antenna Assemblies, and/or related accessories shall meet or exceed the specifications as described below. All radio equipment and transmitters must be certified by the FCC if applicable. A statement of concurrence is required.
2. Radio Telemetry Units shall be fully assembled and completely operational. Each shall include, but not be limited to, all materials and accessories required to ensure complete operation such as radio, enclosure, antennas, antenna cable, power supplies, serial numbers and operating software. A statement of concurrence is required.
3. All Materials shall be new and clear of any defects or imperfections. A statement of concurrence is required.
4. A minimum of five corresponding calibration documents, wiring schematics, technical manuals, and operating manuals shall be provided. A statement of concurrence is required.
5. All Radio Telemetry Units shall be factory serviceable for repairs and/or recalibration. A statement of concurrence is required.
6. All Radio Telemetry Units shall have a minimum operating temperature range of -30 degrees C to +60 degrees C. A statement of concurrence is required.
7. All Radio Telemetry Units shall be equipped with charging controller on board for solar/AC. A statement of concurrence is required.
8. All Radio Telemetry Units shall be Modbus compatible and communicate with existing MRGCD SCADA system. A statement of concurrence is required.

ii. **Desirable** Requirements

1. None
- b. Enclosure
- i. **Mandatory** Requirements
 1. None
 - ii. **Desirable** Requirements
 1. Should meet or exceed Catalog #A-1086CHQRFG as manufactured by Hoffman.
 2. Front of enclosure should have suitable window to view LCD with backlight.
 3. The weatherproof box should have the ability to be locked.
 4. Enclosure should have access ports on the bottom to allow solar and instrument wiring to enter the enclosure and limit exposure from environmental conditions.
 5. Window should be Lexan polycarbonate. Lexan window should have a thickness of .125" and have the ability to transmit 86% of the light. Should be UV stabilized, have a heat deflection temperature of 270 degrees F at 264 PSI, and have a smoke density rating less than 75. The window should be manufactured with abrasion resisting coating and be able to resist high impacts. Glue or adhesive should not be used as primary means of window attachment to enclosure. They may, however, be used as a sealant for weatherproofing.
 6. Enclosure should have a connectors externally connected to the enclosure for antenna coax connection This should also be an optional location and type.
 7. Enclosure should be fabricated for exposure in a field environment and subjected to extreme heat and weather conditions.
 8. The RTU should be enclosed in a NEMA 4, single door, wall-mountable enclosure.

c. Modem

i. **Mandatory** Requirements

1. Radio shall transmit at a minimum of 5 watts of power at UHF 450-470 MHz and should be set at 4 watts at the time of delivery. A statement of concurrence is required.
2. Radio should transmit at a minimum of 5 watts of power at UHF 450-470 MHz and shall be set at 4 watts at the time of delivery. A statement of concurrence is required.
3. Modem shall be built into radio telemetry unit. A statement of concurrence is required.
4. Modem shall have no less than four (4) store and forward capability for remote monitoring and control. Primary unit should have the ability to program return path automatically or path can be defined by user. A statement of concurrence is required.
5. Modem shall have communication port to access modem settings. A statement of concurrence is required
6. Modem shall have the ability to run multiple baud rates or radio frequencies that can be controlled via software. Note: Units in the field will be arranged in a nest environment with only one master unit that will communicate with the office. The nest units will run on a different baud rate or frequency to limit slave addresses and to extend ModBus RTU slave addresses. A statement of concurrence is required
7. Modem shall have real-time access over the air to monitor and control units in the field. A statement of concurrence is required
8. Unit shall be configured with communication port or method to access radio settings. A statement of concurrence is required
9. Radio Programming Kit for modem shall be provided, which includes program, interfacing module, power supply, and programming cable should be provided. A statement of concurrence is required
10. Modem shall be ModBus RTU compatible. A statement of concurrence is required
11. District radio frequencies shall be programmable into selected channels. A statement of concurrence is required

ii. **Desirable** Requirements

1. None

d. Keypad/Display

i. **Mandatory** Requirements

1. Keypad and display shall be an optional feature on any radio telemetry unit. A statement of concurrence is required.

ii. **Desirable** Requirements

1. Display should have 4 rows x 20 characters per line, with optional Keypad.
2. Optional Keypad should have programmable function.

e. Processor

i. **Mandatory** Requirements

1. Processor shall have a minimum of 64K non-volatile FRAM. A statement of concurrence is required.

ii. **Desirable** Requirements

1. Processor should also have 64K of non-volatile Flash Memory
2. Processor should be ModBus RTU compatible and have the ability to process programming through communication ports.

2. RADIO TELEMETRY UNITS

a. General Requirements

i. **Mandatory** Specifications

1. RTU shall have minimum 6 analog inputs. A statement of concurrence is required.
2. Analog inputs shall be 4-20 mA and 0-5 volt. A statement of concurrence is required.
3. RTU shall have 4 digital inputs. Inputs should be optically isolated and ground or positive (8-27 VDC) voltage active. Inputs should have ability to count pulses. A statement of concurrence is required.

4. RTU shall have 4 digital outputs or equivalent solid state. Outputs should be relay isolated 120 VAC or DC, 1 Amp, Form C. A statement of concurrence is required.
5. RTU shall contain multiple communication ports, for connectivity to programs and setup preferably a RS232 female terminal. A statement of concurrence is required.
6. RTU shall be provided with low power modes for extended battery life. A statement of concurrence is required.
7. RTU shall have PID loop controllers for gate and valve control. A statement of concurrence is required.

ii. **Desirable Specifications**

1. None

3. Antenna Long Range

i. **Mandatory Specifications**

1. Solid elements should be welded to boom. A statement of concurrence is required.
2. Wind velocity rating of greater than 80 mph. A statement of concurrence is required.

ii. **Desirable Specifications**

1. General frequency UHF 450 MHz.
2. Gain of 7.1 dB or greater.
3. Horizontal beam width (-3dB) 72 degree and vertical beam width (-3dB) 57 degree.
4. Front to back ratio (db) 17db.
5. Lightning protection of DC ground.
6. Direct termination of N female.
7. Mounting hardware for mounting onto a 1.5" diameter pole.
8. Long range antenna should be a 3-element Yagi or equivalent Model YS4503 as manufactured by Antenex.

4. Coax Cable

i. Mandatory Specifications

1. Shall be ultra violet protected for extreme environmental conditions. A statement of concurrence is required.

ii. Desirable Specifications

1. Cable should have impedance of no less than 50 ohms.
2. Cable should be equivalent to model number RG8X type coax cable.
3. Cable length should be of optional length and terminated with optional type connectors.
4. Termination of connectors should be sealed with shrink tubing to limit exposure to environmental conditions.

5. Solar Panel

i. Mandatory Specifications

1. Solar panel shall be equipped with bypass diode protection and blocking diodes. A statement of concurrence is required.
2. Solar panel shall be constructed to provide side of pole mounting and weather resistant construction. A statement of concurrence is required.

ii. Desirable Specifications

1. Solar panel should be 20 watts or sufficient enough to charge and run the RTU.
2. Solar panel shall be a minimum of 16.7VDC solar module.
3. Solar panel shall be a minimum of 1.22 amps.
4. Size of solar panel should not exceed 21" in width and 17" in length.
5. Solar panel should include side of pole mounting kit with all attaching hardware including but not limited to 2 galvanized U- bolts.

6. Solar panel side of pole mount should have cast (fixed) nuts for setting orientation.
7. Solar panel mounting hardware should be for mounting onto a 1.5" diameter pole.

6. SOFTWARE SPECIFICATIONS

a. General

i. Mandatory Specifications

1. The software shall allow user to read raw ADC conversions and write ModBus RTU registers via instantaneous data at office and field locations upon request (polling). A statement of concurrence is required.

ii. Desirable Specifications

1. The software should read/write data to/from office and field RTU locations and provide the ability to display unit settings and error codes.
2. The software should display office and field RTU settings to include but is not limited to serial number and firmware version.
3. The software should read, write, and display analog input settings, digital settings, store and forward paths, master or slave settings, serial baud rates, serial port settings, radio key up delay settings, and silent mode settings for modem ID control.
4. The software should provide the ability to force a local or remote unit into a test mode, allowing the unit to be put into a transmit mode so the radio/modem operation of frequency, deviation, Radio signal strength and output power can be checked.
5. The software should provide the ability to reset a local or remote unit over the air to a known factory standard.
6. The software should program, store, and forward routes from any unit.
7. The software should provide the ability to select the number of retries and delay times for unit transmission.

8. The software should display a user-selectable number of ModBus registers (that upon selection, can be viewed or written to).
9. The software should display a message box to indicate the current status of the unit. For example, if a unit is queried and it has no response, then a “No Response” message should be displayed in the message window.
10. The software should provide the ability to, upon poll request, clear any data field and redisplay with the most current data.
11. Sufficient software licenses should be provided for installation on multiple office desktop computers, and on multiple laptop computers for use by various technicians in the office and/or field for RTU setup, calibration, and troubleshooting.
12. Software upgrades should be provided for the life of the unit.

7. Field System

i. Mandatory Specifications

1. Shall allow RTU data to be polled, received, and transmitted via modem. A statement of concurrence is required.

ii. Desirable Specifications

1. Should be programmable in Basic52 or equivalent language and directly interface with ModBus RTU protocol.
2. Should provide the ability for RTUs to receive, store, display, and transmit converted data consisting of multiple floating-point numbers (ModBus 32-bit registers) sent by modem to/from office and field sites.
3. Should perform complicated math, totalizing, and PID functions.
4. Should allow customized programs to be loaded via communication port.
5. Should allow data to be logged continuously and stored in a non-volatile location for extraction in case of system failure or maintenance.

6. Should allow user to write new and/or customize existing programs.
7. Should provide the ability to perform totalizing and revolving (cumulative) totals.
8. Should have a real-time clock +/- 2 minutes per year with 10 year battery backup and settings to synchronize unit operation.
9. Should provide the ability to change baud rates as well as radio frequencies through the program for communication with multiple operating systems.
10. Software should work in unison with ModBus RTU protocol.
11. Should provide the ability to display stored data at RTU on a 4-row x 20-character per line RTU display screen.
12. Should be compatible with MRGCD's HMI software.

8. Source Code

i. Mandatory Requirements

1. None

ii. Desirable Requirements

1. Source code shall be provided per acceptance of the bid for all software that is required to operate the products and equipment and shall include but is not limited to Maintenance Software, Field Software, and Interface Software.

9. SUPPORT REQUIREMENTS

a. Technical

i. Mandatory Specifications

1. Support shall include product, equipment, and software installation and integration to existing system by qualified manufacturer or authorized dealer technical representatives. A statement of concurrence is required.

ii. **Desirable Specifications**

1. A qualified technical support team should be available during regular business hours via a toll-free telephone number.
2. A qualified technical support representative should perform a site visit upon request in order to resolve technical issues, difficulties, or problems involving products, equipment, or software during life of product.
- 3.

10. Product/Equipment Training

i. **Mandatory Specifications**

1. On-site, hands-on training shall be conducted by qualified manufacturer or authorized dealer technical representatives. A statement of concurrence is required.

ii. **Desirable Specifications**

1. Training should encompass all aspects of product, equipment, and software operation including but is not limited to the following:

11. Product installation/integration.
12. Trouble-shooting equipment failure.
13. Software queries.
14. RTU setup, operation, and trouble-shooting techniques.
15. Trouble-shooting software-related issues for multiple sites.

1. Training should include office and field installation, integration, and connection to existing system.
2. Training methods and duration should be sufficient to ensure competency for startup, trouble-shooting, maintenance, and long-term management of the system.

16. Technical Documentation

i. **Mandatory Specifications**

1. Manufacturer or authorized dealer shall provide both digital and hard-copy documentation, a minimum of five copies of each. A statement of concurrence is required.
2. A minimum of five copies shall be provided with the corresponding calibration documents, wiring schematics, technical manuals, and operating manuals. A statement of concurrence is required.
3. Technical/User manuals, a minimum of five copies, shall be provided to support all products, equipment, and software including all specifications related to electrical loads and parameters. A statement of concurrence is required.

ii. **Desirable Specifications**

1. Written procedure for integration of equipment/software with existing system to encompass standard operating system performance should be provided.
2. Software tutorial providing step-by-step instruction for accessing and utilizing system processes should be provided.

11. SERVICE LEVEL REQUIREMENTS

a. Product Availability

iii. **Mandatory Specifications**

1. Contractor(s) must agree that there shall be no cancellation of products used without an equal and acceptable replacement approved during the term of the agreement. Contractor(s) must communicate manufacturer's discontinuation of any products to MRGCD in writing within five (5) business days. In such instances, Contractor's shall work with MRGCD to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. Contractor(s) shall offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement part numbers, description, list price, applicable discount, and final price. A statement of concurrent is required.

12. Quality Assurance Guarantees

iv. Mandatory Specifications

1. The Contractor(s) shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents provided by the Contractor(s), manufacturer(s) or other sources. The Contractor(s) shall agree to repair and/or immediately replace without charge (including freight both ways) to MRGCD and any other Contract Users, any product or part thereof, which proves to be defective or fails within the warranty period as specified. A statement of concurrence is required.
2. Offeror must agree to provide third party manufacturer's warranty terms and registration materials for all items proposed or supplied as a result of this procurement. A statement of concurrence is required.

v. Desirable Specifications

1. Offeror should offer warranty activation based upon the installation date without regard to the delivery or acceptance date.

13. Technical Support

vi. Mandatory Specifications

1. The Contractor(s) should provide a single point of contact (and a backup) to handle questions and resolve problems that arise. At least one customer service representative must be available during Contractor(s) business operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, billing questions or issues, contract compliance requirements and general product information. Representatives should be available by phone, fax, or email (local or toll free number preferred). A statement of concurrence is required.

2. Offeror must agree to maintain a technical support telephone line, staffed from at least 8:00 A.M. to 5:00 P.M. Mountain Time during business days MRGCD, and accessible to MRGCD authorized users. Personnel providing support must be fully knowledgeable about the products proposed. Personnel providing system or product support must be able to give competent technical assistance to authorized users for all products proposed. A statement of concurrence is required.

vii. **Desirable** Specifications

1. None

14. Payment Terms

viii. **Mandatory** Specifications

1. Purchase orders will be issued for all procurements and standard payment terms for MRGCD. No payments will be made for products that do not meet agreed upon pricing, quality, or other requirements to be specified in the contract. No payments in full or in part or in advance of product delivery or acceptance are permitted. A statement of concurrence is required.

15. BUSINESS INFORMATION

a. Offeror Information

ix. **Mandatory** Specifications

1. Offerors must submit, in their proposal, three (3) references for current or previous entities that have or are currently using the proposed equipment. Each reference must include the name of the contact person, address, telephone number and description of products and services provided, including quantities delivered and total cost. (Note: MRGCD shall not be considered as a business reference for the purpose of this proposal.) MRGCD reserves the right to investigate the references and the past performance of any offeror with respect to its successful delivery and support of products and services of this type, compliance with specifications, contractual obligations, and/or its completion or delivery of a project on schedule. A statement of concurrence is required.

x. **Desirable** Specifications

1. Please provide MRGCD with your company's contact information and statistics. All information provided will be considered public information unless you specifically state that you would like certain pieces to remain confidential. In these instances, it is MRGCD's discretion to accept your request for confidentiality, pursuant to criteria described here in this RFB.

16. Cost

xi. **Mandatory** Specifications

1. Offerors must complete the Cost Response Form found in Appendix VII and submit it with their proposal
2. Evaluation Formula:
3. Lowest Offeror's total cost provided
4. This Offeror's total cost provided and meets specifications

xii. **Desirable** Specifications

1. None

17. Offeror Background and Experience

i. **Mandatory** Specifications

1. Offeror must provide, in narrative format, a description of their experience in providing and servicing similar products in a government or commercial setting. Statement of concurrence is required.
2. The offeror must have been in the business of distributing, manufacturing and/or fabricating Radio Telemetry Units, and associated equipment, for a minimum of 5 years. A statement of concurrence is required.

ii. **Desirable** Specifications

1. None

18. Middle Rio Grande Conservancy District Requirements

a. Middle Rio Grande Conservancy District (MRGCD) is the sponsor in this procurement. As such, MRGCD has set forth several requirements that must be

complied with to insure the usability of any resulting products and services by MRGCD. These requirements are as follows.

- i. Testing and Evaluation
- ii. **Mandatory Requirements**
 1. Test Unit Delivery
 2. If selected for tentative price contract award and warranted and required by MRGCD, the Offeror may be asked to provide Two (2) Radio Telemetry Units, complete, including all user documentation necessary to implement and utilize the equipment for a test and evaluation period of up to 30 days. Tentative contract awardees shall supply an authorized technician or technical staff to assist with the systems set-up in accordance with the test plan, at Appendix D. A statement of concurrence is required. (The units will be available for pick-up, by the offeror, at MRGCD at the end of the test period.) A statement of concurrence is required.
 3. MRGCD Testing
 4. MRGCD shall test the units for compliance with the Test Plan (Appendix D). Successful completion of the test plan shall be required prior to contract award. (MRGCD personnel shall work with vendor personnel as necessary to resolve any testing issues.) Failure to pass the tests may result in withdrawal of the contract offer. A statement of concurrence is required.
 5. Product Labeling
 6. All products shall be clearly labeled with serial number at delivery. A statement of concurrence is required.
 7. MRGCD Software Requirements

The offeror must provide software that is compatible with the existing system. If necessary, interface software must be developed that shall enable a smooth installation, integration, and connection of new software to the existing system. MRGCD requires complete control of the software (and hardware) components of the system for all office and field locations. The terms office and field are used in these specifications; however, all software must perform equally at a local site as well as a remote site. A statement of concurrence is required.

(Local can mean a site in either the office or the field depending on where the equipment/software is accessed. Remote can mean all other non-local sites where communication is established between any combination of a local site, a single remote site, and multiple remote sites. A site means the geographic location where a radio telemetry unit [RTU or unit] is installed.)

Existing System Software Overview

MRGCD currently uses three types of software to administer the system in the office and/or in the field. The software is briefly described below.

Maintenance. Field and office user utility software that interfaces with ModBus RTU protocol providing basic setup, operation, and trouble-shooting functions.

Basic52 Programming Language. Field software that interfaces with maintenance software and ModBus RTU protocol.

Human-Machine Interface. Office software that is the system driver, interfaces with the ModBus RTU protocols, provides connectivity for data harvesting, alarm generation. Extensive connectivity options to support various topologies.



VII. COST RESPONSE FORM

REQUEST FOR BID PRICE AGREEMENT

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. October 26, 2021, and then publicly opened, for furnishing the following supplies, and or services.

Richard DeLoia, Purchasing Agent
(NAME)

Bidders may add lines or change cost response form as needed for their pricing or insert their own price catalog

Table with 4 columns: ITEM NO., PART NUMBER & DESCRIPTION, DOLLARS, CENTS. Rows 1-12.

13.		\$	
14.		\$	
15.		\$	
16.		\$	
17.		\$	
18.		\$	
19.		\$	
20.	FREIGHT / DELIVERY TO 1931 2ND ST, ALB NM WHEN PRODUCT IS ORDERED THROUGHOUT THE YEAR	\$	

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 (1931 Second Street SW, Albuquerque, New Mexico).

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. If the items bid has a trade name or brand, such trade name or brand must be stated in the bid.
4. 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.

**REQUEST FOR BID
COMPLIANCE**

**IN THE INTEREST OF FAIRNESS AND SOUND BUSINESS PRACTICES, IT IS
MANDATORY THAT YOU STATE ANY EXCEPTIONS.**

**IF BID DOES NOT MEET OR EXCEED THE REQUIREMENTS OF THE RFB OR ANY
DEVIATIONS EXIST, OFFEROR MUST DETAIL EXCEPTIONS BELOW. (USE A SEPARATE
SHEET IF NECESSARY):**

**I MEET REQUIREMENTS _____ DON'T MEET REQUIREMENTS _____
(Must Check One)**

NAME

TITLE

**NOTICE
TO ALL 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 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)”

(Karen Dunning, Stephanie Russo Baca, Barbara Baca, Glen Duggins, John Kelly, Joaquin Baca and Michael T. Sandoval)

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable MRGCD Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

APPENDIX 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:

Suspension & Debarment
Page 1 of 2

(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 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 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.