



**MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

**REQUEST FOR QUOTE**

**MILLER ON-FARM CONSTRUCTION PROJECT**

**THIS IS A FEDERALLY FUNDED PROJECT**

**Quote Due Date: Tuesday November 14, 2023 at 10:00 am MT**

## **Introduction**

### **1. Purpose:**

The Middle Rio Grande Conservancy District is requesting quotes for Miller On-Farm Construction Project in accordance with the terms, conditions, and specifications set forth herein. MRGCD reserves the right to award multiple agreements under this procurement if it is deemed in the best interest of the District.

### **2. Contact:**

The sole point of contact for this RFQ is the Purchasing Division. Questions regarding this RFQ should be directed to the following Purchasing representative unless directed otherwise in the solicitation. Bidders who fail to abide by this instruction may be deemed non-responsive.

- Richard DeLoia, Chief Procurement Officer, Purchasing Division
- Phone: (505) 247-0234 or E-Mail: [richard@mrgcd.us](mailto:richard@mrgcd.us)

### **3. Preferences:**

**THIS IS A FEDERALLY FUNDED PROJECT. NO PREFERENCES SHALL BE APPLIED.**

## **Part 1: Supplemental Terms and Conditions:**

### **1. Brand Names:**

Where a brand name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired, and is not intended to limit or restrict competition. If a Bidder proposes an "equal" to scope of work/specifications, MRGCD is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications.

Brand name(s) and/or catalog number(s) are given for purposes of identification and to denote the standard of quality desired, and do not, in any way, restrict Bidders to a specific make and manufacturer. If there is any deviation in the pack, source, quality, etc., of an item Bid from that prescribed in the specification, the appropriate line in the specifications is to be ruled out and the substitution clearly indicated. All substitutions must be functionally equivalent to the item specified.

OFP5 (Miller)

2. **Intent of Specifications:**

The following specifications are intended to describe the requirements of MRGCD. MRGCD reserves the right to accept some minor variances in the approved goods and/or services offered by Bidders if such acceptance is determined to be in the best interest of MRGCD.

3. **Interpretation of Bid Specifications:**

The Awarded bidder shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

MRGCD reserves the right to add additional products directly related to these Specifications after award of Contract. Any such addition shall be accomplished via an amendment to the Contract awarded under this RFB.

4. **Federal Requirements:**

This project is subject to Federal procurement requirements and no preferences shall be applied. The Federally Required Contract Provisions set forth in 2 CFR Section 200.327 are incorporated herein and to the Contract awarded under this RFB by this reference.

5. **Wage Rates:**

This is a federally-funded Public Works contract subject to the provisions of the Davis-Bacon Act, 40 U.S.C. 3141 et seq. and the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17 et seq NMSA 1978 as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions, Public Works Bureau or U.S. Department of Labor Wage Decision, shall be in effect and used by the Awarded Bidder during the life of the Contract. You are hereby advised that wherever differences exist between the minimum wage rates shown under the wage decisions of the New Mexico Department of Workforce Solutions, Public Works Bureau and those shown under U.S. Department of Labor Wage Decision, the higher wage rates shall govern.

6. **Non-Mandatory Pre-Bid Meeting:**

**Non-Mandatory Pre-Bid Meeting:** This is not a mandatory pre-Bid meeting, but highly recommended. Those Bidders who choose not to attend shall be solely responsible for obtaining any additional information, clarifications or addenda resulting from this meeting.

**Location: OPF5 Field – supplied by Hathaway**

**Address – 3012 Los Lentes Rd SE, Los Lunas NM 87031**

**Date & Time: Wednesday November 1<sup>st</sup> at 10:00 a.m. MST**

The Non-Mandatory Pre-Bid meeting is required for MRGCD solicitations for federally-funded projects.

7. **Required Federal Forms:**

Bidders shall submit the following required federal forms. Any response that does not contain the required forms shall be deemed nonresponsive.

Suspension and Debarment Certification (all)

Lobbying Certification (all)

Certification of Bidder Regarding Equal Employment Opportunity (all)

Non-Collusion Affidavit of Prime Bidder (construction only)

Certification of Non-Segregated Facilities (construction only)

Sub-Contractors Listing (construction only)

8. **No Cost Plus.**

Pursuant to Section 5-5-9(B) of the Purchasing Ordinance, MRGCD shall not enter into any contract which is a cost-plus-percentage of cost contract.

9. **Minimum Requirements:**

Contractor's must have GB98 & New Mexico Contractors License in good standing. Also must be Bonded and Insured.

10. **Bid Specifications:**

Construction will need to be finished by February 1<sup>st</sup>, 2024.

**MRGCD Conservation  
Program**



**On-Farm Project 5**

**J. Miller Project (OFP5)**

**1. Project Authority**

Partially completes Conservation Measure 72 & 73 of the 2016 Middle Rio Grande Biological and Conference Opinion #02ENNM00-2013-F-0033 (BiOp) issued by the U.S. Fish and Wildlife Service to the Bureau of Reclamation (Reclamation), Bureau of Indian Affairs, New Mexico Interstate Stream Commission, and Middle Rio Grande Conservancy District. Reclamation remains in compliance with the Endangered Species Act through implementation of the BiOp.

**2. Project Background and Purpose**

The J. Miller On-Farm Delivery Project is the fifth of what we expect will be numerous projects under the Conservation Program to evaluate and improve irrigation and on-farm delivery efficiency in specific service areas of the District. For future reference, these will be referred to sequentially as On-Farm Projects (OFP). The Miller On-Farm Delivery Project will be OFP5.

The project is located off MRGCD's Hathaway Lateral in Valencia County. The existing turnout serves approximately 3.40 acres of alfalfa and pasture; however, efficient delivery is complicated by a lengthy pipe system that expands from a 12" diameter pipe to 15" diameter pipe, resulting in extremely inefficient irrigation to the property. The 12" turnout is also undersized given the size and shape of the field being irrigated. This OFP calls for abandoning the existing turnout and pipe system and simplifying the path of delivery by relocating and upsizing the turnout to an 18" and installing a farm delivery pad in the corner of the field to facilitate high capacity flow without creating erosion. The turnout will tie into 90' of pipe which will cross under Los Lentes Road to convey water directly to the edge of the field without a loss of pressure and deliver that water onto the

## OFP5 (Miller)

field through a high- capacity concrete farm delivery pad. This pad will be capable of receiving a large volume of water from the upsized turnout off the Hathaway Lateral and deliver it onto the field over a large surface area without damaging the field. The pipe system will include a “Y” connection at the edge of the field which will be capped until additional demand for water is needed on adjacent properties.

Estimates of the present conditions at the field are that a maximum of about 3.09 cubic feet per second (cfs) can be delivered, depending on head in the canal. This delivery rate would typically result in a delivery time of approximately 5 hours to irrigate all 3.4 acres, however, the expansion of the existing pipeline from 12-15” diminishes pressure within the pipeline

and thus, the current average time to irrigate the 3.4 acres is 17 hours. According to the landowner and MRGCD staff, it can and usually does take between 16-18 hours to water the field. This represents a delivery of 1.28 acre-feet of water per acre, per irrigation event, to satisfy a soil moisture deficit expected to be between 2.5 and 3”. If the delivery volume can be reduced to .33’ or 4” per acre per irrigation event while replenishing the same soil moisture deficit, approximately 70% less water can be delivered to the field with no loss of agricultural productivity. In the case of this 3.4-acre field, conserved water from this project may be on the order of 30.44 AF annually. Although the consumptive use of water is reduced only incrementally (less surface evaporation due to shorter inundation period), this type of water conservation meets the intent of NFWF and Reclamation to reduce the volume of water required to operate MRGCD’s delivery system, reduce the volume of water required for diversion from the Rio Grande, and to reduce the need to store and release supplemental water at El Vado reservoir. Below is a table showing the current condition and proposed improvement conditions delivery estimates.

		cfs = af				
Current AF/YR Estimate		1.983	AF/Day	AF/Hour	AF/Event	Annual AF Estimate
CFS	3.09		6.13	0.26	4.34	43.40
# IRRIGATION EVENTS	10					
Hr/Event	17					
Improved AF/Year Estimate		1.983	AF/Day	AF/Hour	AF/Event	Annual AF Estimate
CFS	6.94		13.8	0.57	1.30	12.96
# IRRIGATION EVENTS	10					
Hr/Event	2.26					
Estimated AF/YR Savings						30.44
AF/YR Per Acre Application						
						Current Upgraded
						12.77 3.81
AF/A/Event						1.28 0.38

The proposed improvement for OFP5 is to increase the delivery rate of water to the field, create better uniformity of water distribution, and reduce the time required to irrigate. Although the delivery rate will increase, the reduction in irrigation time results overall in less water being applied to the farm to achieve desired soil moisture content. This is a true efficiency measure, since crop health is simultaneously improved while water application is reduced.

One farm delivery pad will be constructed for this project. Farm delivery pads receive water from the delivery pipe. Through a shaped section, kinetic energy of the discharging water is conserved, transitioning back to potential energy over the field surface. A “lip” of appropriate length/width then allows the intended discharge rate to be delivered to the

#### OFP5 (Miller)

field at a controlled depth and velocity to efficiently move the water onto the field with no soil erosion. In simple terms, the flow is converted from a fast-moving circular section (pipe), to a slower moving wide and thin rectangular section (the “lip”). Energy is conserved by the use of smooth pipe and transitions, eliminating or minimizing losses where they occur.

The Miller farm delivery pad will be rectangular, reflecting the placement in the corner of the fields. It will be constructed with a depressed entry section, a sloping ramp, and a flat discharge section (a weir). This structure may be used to measure flow, creating a record of water delivery for the irrigator. The landowner has expressed a willingness to use the record of water delivery for her own benefit to improve farm productivity, as well as to share this information with MRGCD.

The Farm Delivery Pad will discharge approximately 7 cfs at a flow depth of 3”. This delivery system will be capable of delivering 4” of water to the field in 2.26 hours.



OFP5 (Miller)

## Location





**a. Site Description**

The OFP5 field is located east of the Hathaway Lateral, along Los Lentes RD. SE in Valencia County. The address of the property is **3012 Los Lentes Rd SE, Los Lunas**. The property exists with a generally rural corridor with small farms and ranches in close proximity.

**3. Land and Water**

**a. Land Ownership**

The Middle Rio Grande Conservancy District either owns, maintains, holds easements for use, or has express permission by private landowners whose irrigation delivery infrastructure is being improved upon, to access land where this project is located on.

**b. Water Right**

Water rights within the MRGCD are appurtenant to lands being served. Water rights are a property right and may have varying dates and/or priorities. Under the New Mexico constitution beneficial use is the basis, the measure and the limit of the right to use water. Conservation Program projects and activities may not impair or modify water Rights.

MRGCD Water Delivery Policy is to distribute water in proportion to and appropriate for acreage and crop scheduled for irrigation. The MRGCD distributes water to all users fairly and equitably without any preference. The installment of water measurement and control structures in the Durand Lateral will improve the ability of the District to provide water to irrigators. The MRGCD's efforts to increase efficiency in order to extend a limited resource will have a positive impact on the irrigators along the Durand Lateral and is consistent with the District's Water Distribution Policy.

#### **4. Project Description**

- a. Design – A standard detail of a farm delivery pad is provided in the Appendix of this document. Note, this is only a standard, actual dimensions may change.**

- b. Avoid Native Vegetation**

All activities will occur on regularly maintained irrigation facilities, rights of way, or irrigated (cultivated) lands. These areas have been disturbed through extensive periods of human use. There will be no impact to undisturbed areas, or native vegetation. Project is occurring in an urban environment and there will be no impact to wildlife habitat.

- c. Access and Staging**

The OFP5 area will be accessed via public roads (Los Lentos Rd), or via Hathaway Lateral east bank road. Construction equipment and materials will be staged on MRGCD-owned land adjacent to the Hathaway Lateral.

#### **5. Construction Impacts (Project Footprint)**

The project requires a farm delivery structure which will have a construction footprint of approximately 140 sq. ft. The total construction footprint should not exceed 2,000 sq. ft which includes installation of new turnout, pipe, and farm pad.

#### **6. Construction Operations**

- a. General Best Management Practices (BMPs)**

**On a larger project, there is a whole section re: construction BMPs. Perhaps relevant for the habitat work, but I don't think relevant for the laterals/outfalls.**

#### **7. Pre & Post-Project Monitoring**

The purpose of this project is to provide more efficient on-farm delivery of water for irrigation. The District is planning to work with the landowner both before and after the construction of the farm delivery structures to measure existing delivery rates and application times and compare them to the improved rates/times post construction. Although there will not be monitoring of the project construction (they are not expected to change over time), there will be flow and operational data generated from this project. This information will become part of the District's calculation of conserved water as a direct result of the Conservation Program's efficiency improvement goals.

## **8. References**

No references reported at this time.

GENERAL STRUCTURAL RULES  
APPLY UNLESS NOTED ON STRUCTURAL DRAWINGS. IN CASE OF CONFLICT  
BETWEEN GSR DETAILS AND PLANS, THE GREATER REQUIREMENTS GOVERN.

CODE:  
COMPLY WITH 2012 INTERNATIONAL BUILDING CODE.

FOOTINGS:  
FOOTINGS SHALL BE PLACED ON ADEQUATELY PLACED AND COMPACTED STRUCTURAL  
FILL AT 24" MAXIMUM BELOW FINISH GRADE. SOIL REMOVAL FOOTINGS SHALL BE  
SPECIFIED TO A DEPTH OF 36" MINIMUM. MOISTURE CONDITIONED TO OPTIMUM  
MOISTURE CONTENT OR ABOVE AND COMPACTED TO A MINIMUM OF 95%  
MAXIMUM DRY DENSITY AS DETERMINED IN ACCORDANCE WITH ASTM-D-1557.  
ALL STRUCTURAL FILL SHALL BE FREE OF VEGETATION, DEBRIS, AND CONTAIN  
NO ROCK LARGER THAN 3" INCHES. GRADATION OF THE FILL SHALL BE AS  
FOLLOWS:

SEIVE SIZE	% PASS NO.
3"	100%
NO. 4	60-100%
NO. 40	100%

CONCRETE:  
SHALL MEET ALL THE REQUIREMENTS OF THE CURRENT ISSUE OF THE ACI  
MANUAL OF CONCRETE PRACTICE WITH THE FOLLOWING MINIMUM 28 DAY  
STRENGTH 3000 PSI EXCEPT AS FOLLOWS:

FOUR JOINTS OR ANY OTHER JOINTS IF  
IN CONTACT WITH EARTH 3000 PSI (MAX W/C = 0.45)  
WALLS 4000 PSI (MAX W/C = 0.45)

6% AIR  
MAXIMUM SLUMP  
FOR ALL CONCRETE 4"

CONTRACTOR SHALL SUBMIT FOR APPROVAL CONCRETE MIX DESIGNS FOR  
EACH CLASS OF CONCRETE. THE MIX SUBMITTAL SHALL INDICATE WHO OF  
THE FOLLOWING ARE TO BE USED FOR CONCRETE: PROPORTIONS - THE  
TESTING LAB INTENDS TO USE FOR CONCRETE. PROPORTIONS - THE  
EXPERIENCE OF THE LABORATORY ORAL MIXTURE METHOD OF A  
COMBINATION OF BOTH. IF CONSEQUENT TESTS (15 TO 30) ARE BEING RUN  
UNDER PER AG 318, SECTION 5.2 THOSE TESTS SHALL BE SUBMITTED ALONG  
WITH THE MIX DESIGN. MIX DESIGNS SHALL BEAR THE STAMP OF AN  
ENGINEER LICENSED IN THE STATE OF NEW MEXICO.

MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED. EXCEPT THAT SLABS  
ON GRADE SHALL BE VIBRATED ONLY AROUND EMBEDDED ITEMS. DO NOT  
VIBRATE SLABS. USE ROLLER BUG VIBRATING SCREEN OR BULL FLOAT TO  
FINISH. SEE SPECIFICATIONS FOR CURING.

MINIMUM STRENGTH FOR REMOVAL OF FORMS AND SHORING SHALL BE 75% OF  
SPECIFIED STRENGTH AT 28 DAYS.

CHANNEL CONSTRUCTION  
CAST-IN-PLACE CONCRETE: CONCRETE SHALL BE IN ACCORDANCE WITH  
PROJECT SPECIFICATIONS. (FC = 3000 psi MINIMUM) CHANNEL ON ALL  
EXPOSED FORMED EDGES UNLESS OTHERWISE NOTED.

REINFORCING STEEL: STEEL REINFORCEMENT AND PLACEMENT SHALL BE IN  
ACCORDANCE WITH PROJECT SPECIFICATIONS AND SHALL CONFORM TO ASTM  
A615, GRADE 60. ALL LAP SPICES SHALL BE CLASS "B" UNLESS OTHERWISE  
NOTED.

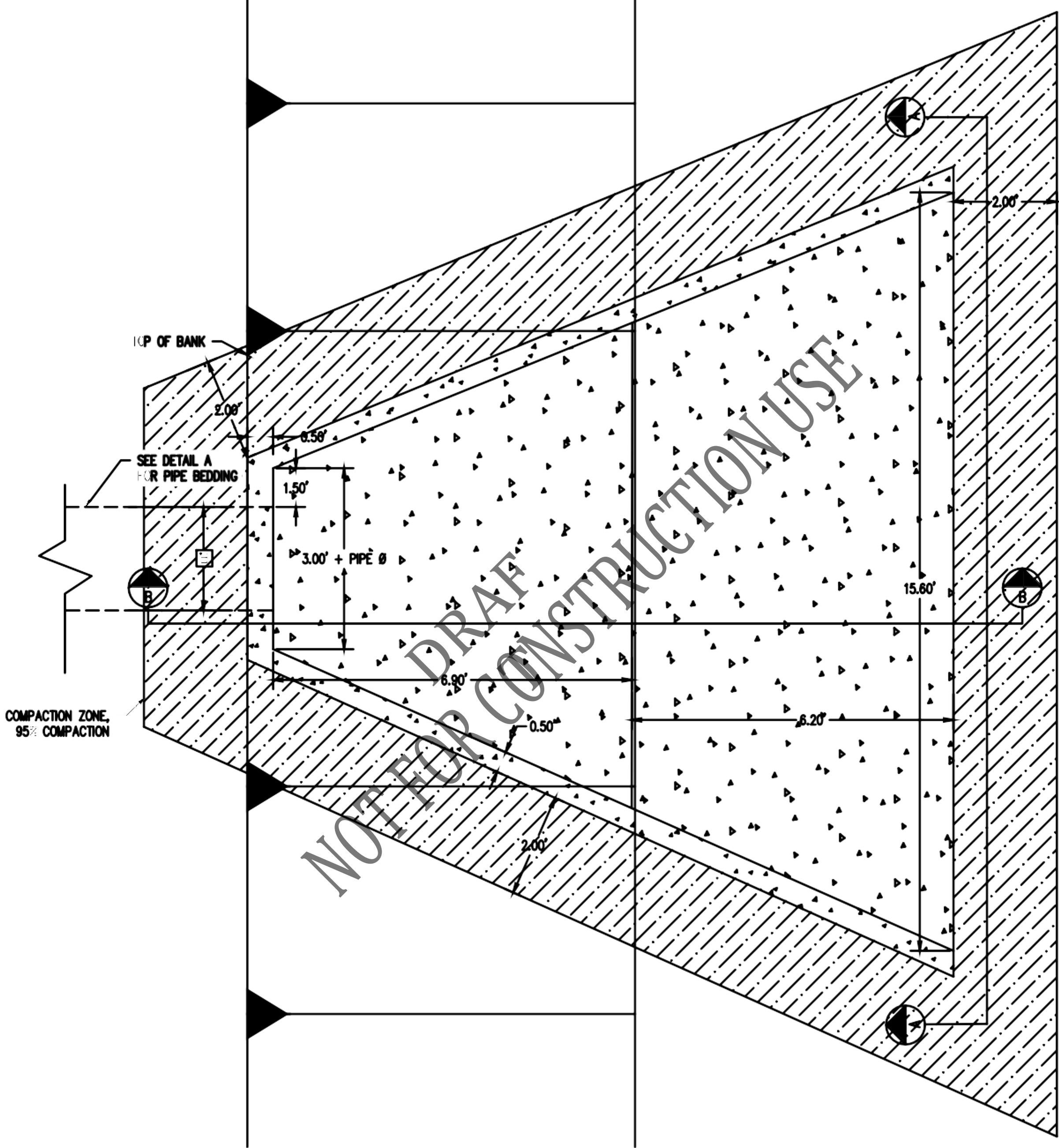
MAXIMUM REBAR LAP LENGTH (CLASS "B" LAPS): #4 = 24"

CONTROL JOINTS SHALL BE NO MORE THAN 10' APART.

LAP SPICES IN CONCRETE SHALL BE CLASS "B" TENSION LAPS AND SHALL  
NOT BE LESS THAN 24"

REBAR SPACING GIVEN IS MAXIMUM ON CENTER AND ALL REBAR IS  
CONTINUOUS UNLESS OTHERWISE NOTED. PROVIDE BENT CORNER REBAR TO  
MATCH AND LAP WITH HORIZONTAL REBAR AT CORNERS AND INTERSECTIONS  
OF WALLS, DOWN ALL VERTICAL WALL REBAR TO FOUNDATIONS. SECURELY  
TIE ALL REBAR INCLUDING DOWNLAYS IN LOCATION BEFORE PLACING CONCRETE.

CHALKING FROM FLOOR OF CONCRETE TO REBAR IS 2"



#### KEYED NOTES

A PIPE INVERT ELV.: XX'

B TURNOUT SIZE: XX"Ø

XX"Ø HDPE PIPE LENGTH:  
XX'± (APPROXIMATE), VERIFY  
LENGTH OF PIPE IN FIELD.



APPLY UNLESS NOTED ON STRUCTURAL DRAWINGS. IN CASE OF CONFLICT  
BETWEEN CSN, DETAILS AND PLANS, THE GREATER REQUIREMENTS GOVERN

## COMPLY WITH 2012 INTERNATIONAL BUILDING CODE

FOOTING SHALL BE MADE OF ADEQUATELY MOIST AND COMPACTED SUBGRADE. **FILL** AT 24" MAXIMUM SPACING FINE GRASS, SOIL OR OTHER FILLING SHALL BE SUPPLIED TO A DEPTH OF SIX INCHES. MOISTURE CONTENT MUST BE OPTIMUM. MOISTURE CONTENT OF ABOVE AND COMPACTED TO A MAXIMUM OF 95% MAXIMUM DRY DENSITY AS DETERMINED IN ACCORDANCE WITH **ASTM D-1557**. ALL SUBGRADE **FILL** SHALL BE FREE OF WEEDS, WOOD, DEBRIS AND CONTAIN NO ROCK LARGER THAN 3 INCHES. GRAVITY OF THE **FILL** SHALL BE AS FOLLOWS:

3-VE 3/F	% PASSING
3"	100
Nº 4	60-100
Nº 40	100

SHALL MEET ALL THE REQUIREMENTS OF THE CURRENT ISSUE OF THE AC MANUAL OF CONCRETE PRACTICE, WITH TYPE I CEMENT, MINIMUM 28 DAY STRENGTH, 3000 PSI EXCEPT AS FOLLOWS:

FOUNDATIONS ON ANY OTHER CONCRETE  
IN CONTACT WITH EARTH \_\_\_\_\_ 3000 PS (MAX W/C = 0.45)  
WALLS \_\_\_\_\_ 4000 PS (MAX W/C = 0.45)

MAXIMUM SLUMP \_\_\_\_\_  
FOR ALL CONCRETE \_\_\_\_\_ 5'

CONTRACTOR SHALL SUBMIT FOR APPROVAL, CONCRETE MIX DESIGNS - FOR EACH CLASS OF CONCRETE - **THE** MIX SUBMITTAL SHALL INCLUDE A CHECK OF **THE** FIVE CRACKING AGE CURVES **310** MATCHING **THE** CRACKING AGE CURVE ALLOWED WITH NO TESTING AGE ATTEMPTS TO USE MIX CONCRETE **PROPORTIONS - THE** FIELD EXPERIENCE WE HOLD **THE** LABORATORY FINAL MIXTURE METHOD OF **A** COMBINATION OF BOTH **F** CONSULTING TESTS **(IS TO 30)** ARE BEING HELD UNDER THE AGE **310** SECTION OF THOSE TESTS SHALL BE SUBMITTED ALONG WITH **THE** MIX DESIGNS MIX DESIGN SHALL BEAT **THE** STAMPEL OF AN ENGINEER LICENSED IN THE STATE OF NEW JERSEY

**MECHANICALLY** VIBRA E ALL CONCRETE WHEN PLACED. EXCEPT THAT SLABS ON GRADE NEED BE VIBRATED ONLY AROUND EMBEDDED ITEMS. JOINT TAMP SLABS. USE ROLLER BUL VIBRATING SCREED OR BULL FLOAT TO FINISH. SEE **SPECIFICATIONS** FOR CURING.

MINIMUM STRENGTH FOR REMOVAL OF FORMS AND SHORING SHALL BE 75% OF SPECIFIED STRENGTH **AT 28 DAYS.**

**CAST-IN-PLACE CONCRETE:** CONCRETE SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS. (f<sub>c</sub> = 3000 psi MINIMUM) CHAMFER ON ALL EXPOSED FORM EDGES UNLESS OTHERWISE NOTED.

REINFORCING STEEL: STEEL REINFORCEMENT AND PLACEMENT SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS AND SHALL CONFORM TO ASTM A616, GRADE 60. ALL LAP SPICES SHALL BE CLASS "B" UNLESS OTHERWISE NOTED.

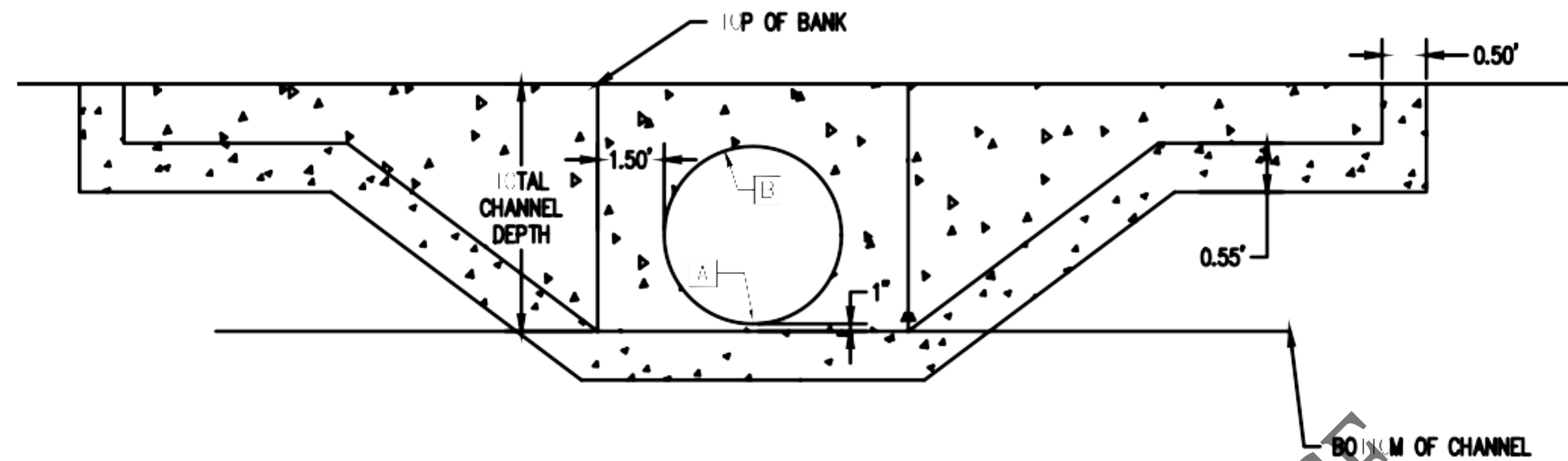
WINN-DIXIE REBAR LAF LENGTH (CLASS 'B' LAPS): #4 = 24".

CONTROL JOINTS SHALL BE NO MORE THAN 10' APART

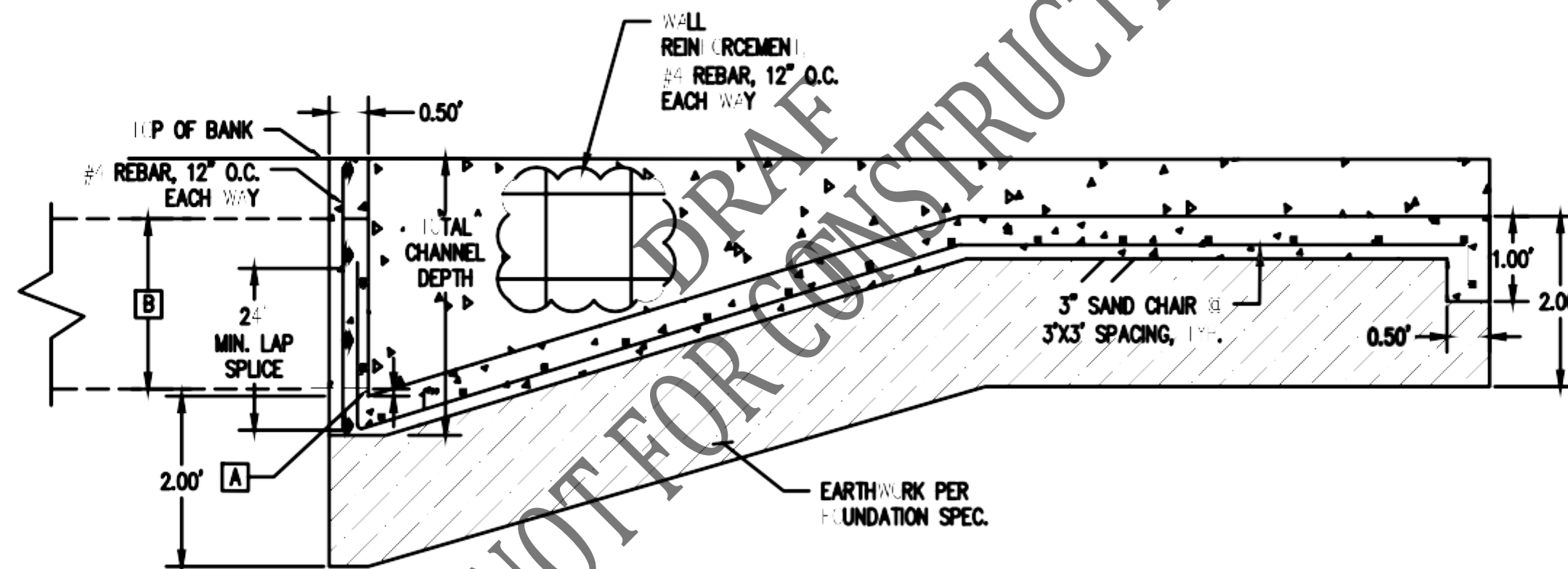
LAP SPICES ■ CONCRETE SHALL BE CLASS ■ TENSION LAPS, AND SHALL NOT BE LESS THAN 24".

REBAR SPACING GIVEN IS MAXIMUM ON CENTER AND ALL REBAR IS  
CONTINUOUS UNLESS OTHERWISE NOTED. PROVIDE BENT CORNER REBAR TO  
WATCH AND LAF WITH HORIZONTAL REBAR **AT CORNERS AND INTERSECTIONS**  
OF WALLS, JUNE. ALL VERTICAL WALL REBAR TO **FOUNDATIONS**. SECURE  
**ALL REBAR** INCLUDING DOWNERS **IN LOCATION** BEFORE PLACING CONCRETE.

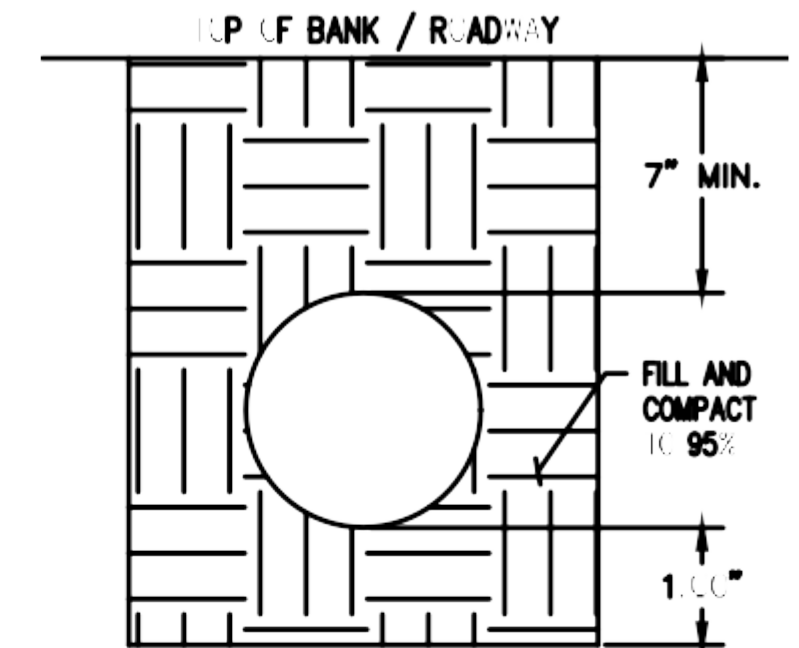
CLARENCE FROM FIVE (1) COUNCIL FIVE REBARK 2"



SECTION A-A



SECTION B-B



### DETAIL A: PIPE BEDDING

- ☐ A PIPE INVERT ELV.: XX'
- ☐ B TURNOUT SIZE: XX"Ø

XX"Ø HDPE PIPE LENGTH:  
XX'± (APPROXIMATE), VERIFY  
LENGTH OF PIPE IN FIELD.

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

## CONCRETE TURNOUT DETAIL

ENGR00-000

DITCH NAME - STA. 00+00R

MIDDLE  
RIO GRANDE



**CONSERVANCY  
DISTRICT**

**FEDERALLY-REQUIRED CONTRACT PROVISIONS**  
IN COMPLIANCE WITH 2 CFR PART 200, APPENDIX II

All Contractors with Agreements funded in whole or in part with federal funds shall be required to comply with 2 CFR Part 200, Appendix II, as follows:

1.	<p><b>Equal Employment Opportunity</b></p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p>	<p>All contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3; construction work.</p>
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	<p>(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment</p>	
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	<p>practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
2.	<p><b>Davis Bacon Act</b></p> <p>The Contractor agrees to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub-contract must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the City, who will report the same to the federal awarding agency.</p> <p>All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable.</p> <p>Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage</p>	<p>All prime construction contracts in excess of \$2,000 awarded by non-Federal entities; construction work</p>

	determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week.	
3.	<p><b>Copeland Anti-Kickback Act</b></p> <p>Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.</p> <p>The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or other applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.</p> <p>A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.</p>	For construction work over \$2,000
4.	<p><b>Contract Work Hours and Safety Standards Act</b></p> <p>Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.</p> <p>Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section.</p> <p>Withholding for unpaid wages and liquidated damages: The MRGCD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be</p>	For contracts over \$100,000 or that involve mechanics or laborers

	<p>necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.</p> <p>Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.</p>	
5.	<p><b>Rights to Inventions Made under a Contract or Agreement</b></p> <p>If the award meets the definition of “funding agreement” under 37 CFR §401.2(a) and MRGCD wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” MRGCD must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or other applicable federal agency.</p>	For funding agreements under 37 CFR 401.2(a)
6.	<p><b>Clean Air Act and Federal Water Pollution Control Act</b></p> <p>The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 <i>et seq.</i></p> <p>The Contractor agrees to report each violation to MRGCD and understands and agrees that MRGCD will, in turn, report each violation as required to assure notification to FEMA or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.</p> <p>The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.</p>	For contracts over \$150,000
7.	<p><b>Debarment and Suspension</b></p> <p>This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).</p>	<p>For all contracts:</p> <p>1) over \$25,000, 2) requiring federal agency approval, 3) for federally required audit services, or 4) a subcontract</p>

	<p>Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.</p> <p>This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.</p> <p>The Bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.</p>	meeting requirement 1 or 2
8.	<p><b>Byrd Anti-Lobbying Amendment</b></p> <p>Contractors who apply or Bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.</p> <p>If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.</p>	For all contracts; contracts over \$100,000 must certify compliance
9.	<p><b>Procurement of Recovered Materials</b></p> <p>In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:</p> <ol style="list-style-type: none"> <li>1. Competitively within a time frame providing for compliance with the Agreement performance schedule;</li> <li>2. Meeting Agreement performance requirements; or</li> <li>3. At a reasonable price.</li> </ol> <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,</p>	For state or political subdivision of the state, if the purchase price of an item exceeds \$10,000 (including value of item acquired over the year)

	<a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a> .  The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	
10.	<p><b>§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.</b></p> <p>(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:</p> <p>(1) Procure or obtain;</p> <p>(2) Extend or renew a contract to procure or obtain; or</p> <p>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered</p>	For all contracts



	<p>communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
11.	<p><b>§ 200.322 Domestic preferences for procurements.</b></p> <p>(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	For all contracts

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

The \_\_\_\_\_, certifies to the best of its knowledge  
and

*(Company/Contractor)*

belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this Agreement been convicted or had a civil judgment against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) 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 (2) of this certification; and
- (4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this certification.

THE COMPANY/CONTRACTOR, \_\_\_\_\_ CERTIFIES  
OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE  
STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Executed on this date: \_\_\_\_\_.

By

\_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

## **INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

## CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_, hereby certify  
on behalf of

(Name and title of Official)

\_\_\_\_\_ that;

(Name of Company)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement.

(2) If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

For purposes of this Certification, the Agreement shall be considered a federal Agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed on this date: \_\_\_\_\_.

By

\_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

## **CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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### **CERTIFICATION OF BIDDER**

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

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

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes \_\_\_\_ No \_\_\_\_

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes \_\_\_\_ No \_\_\_\_ \_\_\_\_\_

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

---

NAME AND TITLE OF SIGNER (PLEASE TYPE)

---

SIGNATURE

---

DATE

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) They are the \_\_\_\_\_ of  
\_\_\_\_\_ the  
Bidder that has submitted the attached Bid Proposal;

(2) They are fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED \_\_\_\_\_  
TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_



## CERTIFICATION OF NON-SEGREGATED FACILITIES

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

The construction contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
\_\_\_\_\_  
NOTARY PUBLIC My Commission

Expires: \_\_\_\_\_

### SUBCONTRACTOR LISTING

1. Shall be fully executed and included with Bid as a condition of the Bid
2. For the purposes of this Project the threshold shall be \$5,000.00.
3. The Bidder shall list the Subcontractor's Name, City or County of the Place of Business and the Category of Work that will be done by each Subcontractor

Trade:			Name of Subcontractor:		
Address:		License No:		NM Dept of Workplace Solutions Registration No.	
Trade:		Name of Subcontractor:			
Address:		License No:		NM Dept of Workplace Solutions Registration No.	
Trade:		Name of Subcontractor:			
Address:		License No:		NM Dept of Workplace Solutions Registration No.	