

REQUEST FOR BID
FOR
CONCRETE CANVAS & PARTS

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



DEADLINE FOR RESPONSE

February 06, 2025
10:00 A.M.

NOTICE

**THE NEW MEXICO PROCUREMENT CODE,
SECTIONS 13-1-28 THROUGH 13-1-199 NMSA 1978
IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION.
IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES
IMPOSE FELONY PENALTIES FOR ILLEGAL BRIBES,
GRATUITIES AND KICK-BACKS**

I. INTRODUCTION

The Middle Rio Grande Conservancy District (hereafter referred to as District) will be accepting Sealed Bids for one-year Multi-Award Contract for Concrete Canvas & Parts.

1. A. Release of Bid: January 24, 2025.
- B. Deadline for Submission; 10:00 A.M., Thursday February 06, 2025.
- C. Acknowledgement of Receipt forms deadline by C.O.B. Friday January 31, 2025.

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

The deadline for receipt of bids shall be February 06, 2025, no later than 10:00 a.m. Bids will be time stamped upon receipt. Please mail or hand deliver Bids. **No Bids will be accepted by electronic transmission,**

All bids shall be submitted in a sealed envelope marked **Concrete Canvas & Parts.**

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

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

Withdrawal of Bids: Bids may be withdrawn by written notice of in person by a bidder or an authorized representative any time prior to the award.

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

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

Resident Business or Resident Veteran Business Certificate (As required by Section 13-1-22 NMSA if applying for a preference under Section 13-1-21 NMSA)
Resident Veterans Business Preference Certification
(If applying for Resident Veteran Business preference; See Appendix 3 Resident

II. RFB MANDATORY REQUIREMENTS:

1. Bidder must provide documentation as an established business 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. Documentation, paperwork, brochures of product(s) being offered must be presented with bid.
4. All paperwork, Invoices are due on delivery and before payment will be made.

III. EVALUATION OF BIDS:

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

All bids received by the deadline will be evaluated by the district. Evaluation made by District staff will not be made public until after the selection process is complete.

Evaluation criteria as follows:

- | | |
|---|-----|
| 1. Bid Amount | 40% |
| 2. Compliance to Bid Specifications and "ALL" Mandatory Requirements in RFB | 40% |
| 3. Mandatory Forms | 20% |

IV. SELECTION OF OFFEROR

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

V. CONTRACT APPROVAL

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

SPECIFICATIONS.

1. Scope

1.1 This specification covers the requirements and properties for geosynthetic cementitious composite mat materials, or GCCM materials, in various applications. The applications where GCCM materials are utilized shall have different required physical properties, which this standard describes.

1.2 The values stated in either SI units or inch-pound units are to be regarded separately as standard. The values stated in each system may not be exact equivalents; therefore, each system shall be used independently of the other. Combining values from the two systems may result in nonconformance with the standard.

1.3 This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety, health, and environmental practices and determine the applicability of regulatory limitations prior to use.

1.4 This international standard was developed in accordance with internationally recognized principles on standardization established in the Decision on Principles for the Development of International Standards, Guides and Recommendations issued by the World Trade Organization Technical Barriers to Trade (TBT) Committee .

2. Referenced Documents

2.1 ASTM Standards:

C1185 Test Methods for Sampling and Testing Non-Asbestos Fiber-Cement Flat Sheet, Roofing and Siding Shingles, and Clapboards

C1353/C1353M Test Method for Abrasion Resistance of Dimension Stone Subjected to Foot Traffic Using a Rotary Platform Abraser.

D4439 Terminology for Geosynthetics

D4759 Practice for Determining the Specification Conformance of Geosynthetics

D4885 Test Method for Determining Performance Strength of Geomembranes by the Wide Strip Tensile Method

D5199 Test Method for Measuring the Nominal Thickness of Geosynthetics

D5494 Test Method for the Determination of Pyramid Puncture Resistance of Unprotected and Protected Geomembranes

D5641/D5641M Practice for Geomembrane Seam Evaluation by Vacuum Chamber

D5820 Practice for Pressurized Air Channel Evaluation of Dual-Seamed Geomembranes

D5993 Test Method for Measuring Mass per Unit Area of Geosynthetic Clay Liners

D6768/D6768M Test Method for Tensile Strength of Geosynthetic Clay Liners

D7177/D7177M Specification for Air Channel Evaluation of Polyvinyl Chloride (PVC) Dual Track Seamed Geomembranes

D8030/D8030M Practice for Sample Preparation for GCCM

D8058 Test Method for Determining the Flexural Strength of a Geosynthetic Cementitious Composite Mat (GCCM) Using the Three-Point Bending Test

D8173 Guide for Site Preparation, Layout, Installation, and Hydration of Geosynthetic Cementitious Composite Mats

D8329 Test Method for Determination of Water/ Cementitious Materials Ratio for Geosynthetic Cementitious Composite Mats (GCCMs) and Measurement of the Compression Strength of the Cementitious Material Contained Within

3. Terminology

3.1 Definitions—For definitions of terms related to geosynthetics, refer to Terminology

3.2 Definitions of Terms Specific to This Standard:

3.2.1 cured, adj—a description of the state of a GCCM or cementitious mixture after hydration for a specific period of time and quantity of water under specified conditions, followed by a period when the GCCM is kept under a specified environmental condition during which the cementitious material continues to cure and develop compressive strength.

3.2.2 uncured, adj—a description of the state of a GCCM or cementitious mixture prior to hydration.

4. Classification of GCCM Materials in Applications

4.1 Prefabricated geosynthetic cementitious composite mats (GCCMs) covered by this specification shall be classified as Type I, Type II, and Type III. Distinctions between the types is related to the requirements found in Table 1. Typically, higher grade types would be expected to be durable and longer lasting than lower grade types in the same application.

4.2 Typical Applications by Classification Type:

4.2.1 Type I GCCM applications have minimal requirements for abrasion and wear; will be

exposed to shear stresses of less than 50 kg/m² [10 lb./ft²] and lower flow velocities up to 6 m/s [20 ft/s]; will not be subjected to impact loads, wave action, water over topping or similar forces; and are installed above a dense subgrade capable of supporting them, such as concrete or rock. Applications include but are not limited to erosion control, weed suppression, slope protection, berm protection, and remediation of concrete hydraulic structures. Slope protection applications of Type I GCCMs shall be limited to slopes of grades lower than 3:1 with slope lengths of less than 50 ft; extensions of this limit are permissible only with the use of suitable intermediate fixings such as percussion anchors. Installations for Type I GCCM applications shall include perimeter fixings to all unjointed edges (leading, trailing, toe, and crest) such as anchor trenches, or fixed mechanically and sealed in such a way that liquid, wind, or both cannot ingress. Intermediate fixings such as metal pegs, earth percussion anchors, mechanical fixings, or check slots shall be required to limit movement of the GCCM under wind or hydraulic loading conditions or when the recommended slope angle or length is exceeded.

4.2.2 Type II GCCM applications would include all Type I applications, and applications that would have abrasion and wear requirements greater than Type I, will be exposed to shear stresses greater than 50 kg/m² [10 lb./ft²] and flow velocities greater than 6 m/s [20ft/s], or will be subject to design requirements for impact loads or have medium dense subgrades. Erosion protection and weed suppression applications of Type II GCCMs include but are not limited to channel lining, berm protection, armoring, slope protection (any angle and run length), culvert invert lining and concrete overlay, and remediation of concrete hydraulic structures. Installations of Type II GCCM applications shall require all the same securing mechanisms as outlined for Type I GCCM installations.

4.2.3 Type III GCCM applications would include all Type I and Type II applications that require additional flexural strength of the GCCM material due to unsuitable (that is, loose) subgrades. The same securing mechanisms as outlined for Type I or Type II GCCM installations may be required.

4.2.4 A special category of Type I, Type II, and Type III GCCM applications is armoring of containment structures. The containment GCCM systems must meet the requirements for field seam testing as outlined in Practice D5641/D5641M or D5820, Specification D7177/D7177M, or similar.

4.2.5 It is incumbent upon the designer to ensure that the proper GCCM type is specified for the bearing capacity of the subgrade and the application

4.2.6 Installation requirements are detailed in Guide D8173.

TABLE 1 Classifications for GCCMs

TABLE 1 Classifications for GCCMs				
Property	Test Metod	State of GCCM	Minimum Values Unless Specified	
			Type I	Type II Type III

		D5199	uncured cured 24 h	4.5 mm[0.17in.]	7.0m m [0.27in]	
Mass per unit area ^A		D5993	uncured	6.5 kg/m ² [1.33 lb/ft ²]	10.5 kg/m ² [2.15 lb/ft ²]	
Density		D5993/D5199	uncured	1250 kg/m ³ [78 lb/ft ³]		
Flexural strength ^B	Initial breaking load Initial flexural strength Final flexural strength	D8058	cured 24 h	625 N/m [3.5 lbf/in.] 1500 N/m [8.5 lbf/in.] 3750 N/m [21 lbf/in.]		
				3.5 MPa [500 psi]		
				4.0 MPa [580 psi]		
Compressive strength of cementitious mix		D8329	cured 28 days	40 MPa [5800 psi]	50 MPa [7200 psi]	60 MPa [8700 psi]
Pyramid puncture		D5494, Type B	cured 28 days	2 kN [450 lbf]	3.5 kN [780 lbf]	4.5 kN [1000 lbf]
Abrasion (maximum value) ^C		C1353/C1353M	cured 28 days	0.3 mm [0.012 in.]/1000 cycles		
Tensile strength ^{B, D, E}	Final	D6768/D6768M	uncured	8 kN/m [45 lbf/in.]		
	Initial Final	D4885	cured 28 days	3.5 kN/m [20 lbf/in.]	6.5 kN/m [36 lbf/in.] 9 kN/m [50 lbf/in.]	
				10 kN/m [57 lbf/in.]	19 kN/m [108 lbf/in.]	
Freeze-thaw ^F	Residual initial flexural strength (D8058)	C1185	cured 28 days 200 cycles	>80 % (Pass)		

^A See modification to Test Method D5993 as given in 7.1.1.

^B GCCM materials are non-isotropic and the values for flexural strength, tensile strength, and initial breaking load shall be measured as the lower of the material machine production direction (length of roll) or material cross-machine production direction (width of roll).

^C See modifications to Test Method C1353/C1353M as given in 7.1.3.

^D Tensile strength of the uncured material shall be measured as per Test Method D6768/D6768M at the loading rate of 300 mm/min [12 in./min], which is typical of rates which could occur during installation.

^E Tensile strength of the cured material shall be measured as per Test Method D4885 at a loading rate of 20 mm/min [0.9 in./min] to represent the in-use properties; see

5. Ordering Information and Acceptance Criteria

5.1 When ordering GCCM materials, the following minimum information shall be specified:

5.1.1 GCCM type.

5.1.2 Material thickness (uncured).

5.1.3 Material roll width and roll length.

6. Materials and Manufacture

1 GCCMs are a factory-assembled geosynthetic composite consisting of a cementitious material contained within a layer or layers of geosynthetic materials that becomes hardened when hydrated. GCCMs typically include a top and bottom layer and a core layer containing cementitious fill with a matrix of fibers.

6.1.1 Optional bottom layers may contain a polymeric coating, possibly PVC, HDPE, LDPE, LLDPE, or other materials, with a minimum thickness of 0.1 mm [0.004 in.].

6.1.2 The cementitious element shall consist of a formulated cementitious material capable of being field hydrated to cure to the desired properties found in Table 1 under field application conditions. Alternative cementitious materials may be formulated to achieve specific chemical resistance properties or physical properties.

6.1.3 The fiber materials shall be made of a synthetic material capable of withstanding installation and applications conditions. Typical fibers will include polyester, nylon, and polypropylene, but may include others to achieve the desired property results. Natural fibers may also be used in certain applications.

7. Physical and Mechanical Properties

7.1 The GCCM material shall have the physical properties as shown in Table 1 per each type and classification. Modifications of testing procedures from published standards for GCCM materials are below.

7.1.1 Mass per Unit Area—The mass per unit area of uncured GCCMs shall be determined in accordance with Test Method D5993 (modified to omit sample preparation stages that require wetting of the sample perimeter and the drying of samples in the oven prior to weighing).

7.1.2 Density—The density of the uncured samples shall be calculated by dividing the mass per unit area of the material obtained from Test Method D5993, by the uncured thickness obtained from Test Method D5993 as modified in 7.1.1.

7.1.3 Abrasion—The abrasion of the cured cementitious materials within GCCMs shall be measured in accordance with Test Method C1353/C1353M, modified to include a minimum of 8000 cycles, cleaning the wheels after each 1000 cycles, and to record thickness loss instead of mass loss after 8000 cycles is completed. Use H-22 Calibrade wheels and an accessory weight of 1000 g. Record the nearest 1000 cycles to when the top/non-cementitious surface is worn and depth of wear (average cementitious material thickness loss) per 1000 cycles,

T.

7.1.3.1 Calculate the depth of wear per 1000 cycles:

$$T = \frac{T1 - T2}{n2 - n1} \times 1000$$

(1)

where:

T1 = thickness at nearest 1000 cycles after the top/no cementitious surface has worn,
T2 = thickness of test specimen after maximum number of revolutions, mm,
n1 = number of revolutions at nearest 1000 cycles after the top/non-cementitious surface was worn, and
n2 = total number of revolutions.

7.1.4 Tensile Strength—The tensile strength of the GCCM materials is important over two different phases of life: installation and final application performance. During installation, GCCM materials are subjected to stressing and dragging that shall occur on the job site. This loading during installation is often at a high strain rate and, therefore, testing under the standard methods described in Test Method D6768/

D6768M is appropriate. In the final application, the GCCM materials shall be subjected to stressing at perimeter and intermediate fixings resulting from wind, hydraulic, or other external loading. Because strain rates are greatly reduced, the test speed (CRE—constant rate of extension) of Test Method

D4885 should be modified to 20 mm/min [0.8 in./min] for cured samples. To reduce the ratio of specimens failing due to breaks within 5 mm [0.2 in.], 5-mm [0.2-in.] notches shall be cut in the middle of each side of the test specimen to ensure failure in that region.

8. Sampling

8.1 Materials shall be sampled at the production plant or on the job site. Sampling shall be in accordance with Practice D8030/D8030M.

9. Number of Tests and Retests

9.1 A summary table of proposed factory production control test frequency is detailed in Table 2.

10. Specimen Preparation

10.1 Specimen preparation shall be in accordance with Practice D8030/D8030M.

11. Inspection

11.1 Inspection of materials brought to the project site shall include an observation of the wrap to make sure it is intact and that the GCCM has not been prematurely hydrated.

12. Rejection and Rehearing

12.1 Acceptance of materials shall follow Practice D4759.

TABLE 2 Factory Production Test Frequency

Property Test Method State Frequency of Testing

Thickness D5199,

Procedure A

uncured 4000 m² [43 000 ft²

]

cured 4000 m² [43 000 ft²

]

Mass per unit area D5993 uncured 4000 m² [43 000 ft²

]

Flexural strength

(initial; break at 24 h) D8058 cured 4000 m² [43 000 ft²]

A See modification to Test Method D5993 as given in 7.1.1.

D8364/D8364M – 21



REQUEST FOR BID

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



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

Office until 10:00 o'clock a.m. Thursday February 06, 2025, and then publicly opened, for furnishing the following supplies, and / or services.

Ricardo Varela, Purchasing Agent
(NAME)

PRICE SCHEDULE

ITEM NO.	ARTICLE OR SERVICES	UNIT PRICE
1.	CONCRETE CAVAS ROLLS – 6' x 164'	\$
2.	CONCRETE CAVAS ROLLS 6' x 80'	\$
3.		\$
4.	J – PEGS OR STAKES STAINLESS STEEL	\$
5.		\$
6.		\$
7.	SRCEWS STAINLESS STEEL	\$
8.	MISCELLANEOUS	\$
9.	MISCELLANEOUS	\$
10.	MISCELLANEOUS	\$
	FUEL COST, TRAVEL TIME AND ALL INCIDENTALS MUST BE INCLUDED IN UNIT COST (NO EXCEPTIONS)	

In compliance with foregoing invitation for bids, and subject to all bid conditions hereof, the undersigned offers and agrees, that pricing for this bid shall be good for _____ days from date of the opening, to furnish any or all the items, at the price set opposite each item.

BIDDER _____ DATE _____

ADDRESS: _____ CITY _____ STATE _____

ZIP CODE: _____ PHONE# _____ EMAIL _____

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. Bids will be awarded on unit prices to the lowest responsible bidder.
3. 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.
4. 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.
5. 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.
6. 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 upon receipt, be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified with packing included.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items, the bidder shall so state.
4. If the items bid has a trade name or brand, such trade name or brand must be stated in the bid.
5. To ensure 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

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

[illegible]

MUST CHECK (✓) ONE

TITLE: _____

N O T I C E
TO ALL BIDDERS/OFFERORS

THIS IS A REMINDER THAT THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT IS NOT RESPONSIBLE FOR RECEIPT OF UNTIMELY BIDS OR BIDS WHETHER THE DELAYS ARE DUE TO UNTIMELY DELIVERY BY PUBLIC OR PRIVATE (POSTAL OR PERSONAL) DELIVERY SERVICE. THEREFORE, WE ASK YOU TO PLEASE MAKE APPROPRIATE ARRANGEMENTS TO HAVE YOUR BIDS OR BIDS IN BY THE DEADLINE DATE AND TIME AS DESIGNATED ON THE BID OR PROPOSAL.

APPENDIX NO. 1

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

“Name(s) of Applicable MRGCD Public Official(s)”
(Stephanie Russo Baca, Karen Dunning, John Kelly, Colin T. Baugh, Brian Jiron, Glen Duggins, 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 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 no responsibility and the withholding of an award under this RFP. If the Bidder's certification indicates that that any of the items in paragraph (a), below, exists, the Bidder shall provide with its bid a full written explanation of the specific basis for, and circumstances connected to, the item; the Bidder's failure to provide such explanation will result in rejection of the Bidder's bid. If the Bidder's certification indicates that that any of the items in paragraph (a), below, exists, MRGCD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if MRGCD believes that the procurement schedule so permits, and an exception is applicable and warranted under the circumstances. In no event will MRGCD award a contract to a Bidder if the requested exception is not granted for the Bidder.

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

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

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

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

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

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

BIDDER: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

APPENDIX 3

RESIDENT BUSINESS AND/OR RESIDENT VETERANS / NATIVE AMERICAN RESIDENT BUSINESS CERTIFICATION

To ensure adequate consideration and application of 13-1-21 NMSA (as amended), Consultant must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference / Native American Resident Business to receive a resident business, Native American resident business, resident veteran business or Native American resident veteran business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor, Native American resident contractor, resident veteran contractor or Native American resident veteran contractor preference pursuant to Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business, issued by the taxation and revenue department. Qualifications for preference stated in 13-1-22.

☐ Resident Business Certificate

☐ Resident Veterans / Native American Resident Certificate

RESIDENT BUSINESS CERTIFICATION
(Copy of Certificate to be included)

Offeror's Company Name: _____

Resident Business Certificate Number: _____

Expiration Date: _____

RESIDENT VETERAN'S / NATIVE AMERICAN BUSINESS CERTIFICATION

A business eligible for a New Mexico/Native American Resident Preference (Preference) must obtain a Preference certificate from the NM Taxation & Revenue Department. In order for the appropriate Preference to be applied to this solicitation, the expenditure for this solicitation cannot involve federal funds, and Bidder must submit a copy of its Preference certificate along with its response to the solicitation. Applicable Preferences will be applied to monetary values only, in accordance with §13-1-21 NMSA 1978, not percentage discounts or other non-monetary values. Additionally, only one submitted Preference will be applied per solicitation, not multiple. Applications are available for download at: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

APPENDIX 4

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

E. The Consultant or Sub consultant agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the consultant or sub consultant shall immediately make a full disclosure in writing to the chief procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the consultant or sub consultant has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest.

The undersigned further states that the firm or individual submitting a proposal is not in violation of any applicable Conflict of Interest laws or regulations, etc.

Date: _____

By: _____

(Authorized Representative and Affiant)

APPENDIX 5

NEW MEXICO EMPLOYEES' HEALTH COVERAGE

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

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

Signature of Bidder: _____ Date: _____