

MIDDLE RIO GRANDE CONSERVANCY DISTRICT



REQUEST FOR BID FOR PERALTA OUTFALL AUTOMATIC CONTROL GATES

**DEADLINE FOR RESPONSE
JULY 30, 2024
11:00 A.M.**

NOTICE

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

I INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR BID (RFB)

The Middle Rio Grande Conservancy District is seeking Sealed Bids to provide Automated Control Gates for an efficiency improvement project.

B. SUMMARY SCOPE OF WORK

The Middle Rio Grande Conservancy District (MRGCD, District) is pursuing automation of an outfall (infrastructure that returns water to the river from agricultural facilities) at the terminus of the Peralta Main Canal in Valencia County, NM.

C. BID GUIDELINES

The RFB represents the conditions for an open and competitive process as required by the State of New Mexico and the MRGCD. This is a **FEDERALLY FUNDED** Project, so Federal terms & conditions apply. Bids will be accepted until **11:00 a.m. MST, July 30, 2024.**

Any bid received after this date and time will be rejected. All bids must be signed by an official representative authorized to sign on behalf of the company.

All costs must be itemized and include all costs applicable to meet the requirements of this RFB.

D. PROCUREMENT MANAGER

The MRGCD has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

Richard DeLoia, Procurement Manager
Middle Rio Grande Conservancy District
1931 Second Street, SW
P.O. Box 581
Albuquerque, NM 87103
(505) 247-0234

II CONDITIONS

This section of the RFB contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

A. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFB

This RFB is issued by the MRGCD in accordance with the provision of Section 13-1-21 through 13-1-199 NMSA 1978. A distribution list of those who received the RFB will be maintained throughout the procurement process and will become part of the procurement file.

2. Acknowledgement of Receipt Form (Appendix “E”)

Bidders should deliver, via facsimile, e-mail, or US mail, the “Acknowledgement of Receipt Form”. The form should be signed by an authorized representative, dated and returned by close of business Tuesday July 23rd, 2024 Mountain Time.

3. Submission of Bids

ALL BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 11:00 A.M. MOUNTAIN (STANDARD/ DAYLIGHT) TIME ON JULY 30, 2024. Bids received after this deadline will not be accepted. The date and time will be recorded on each Bid. Bids must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Bids must be sealed and labeled on the outside of the package to clearly indicate in response to the “Automatic Water Control Gates” Request for Bids. Bids submitted by facsimile or Email will not be accepted.

4. Evaluation of Bids;

Bids will be evaluated by the District office using the criteria 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 Specs, and RFB Mandatory Requirement | 50% |
| 3. | Mandatory Forms (Appendix 1, 2 & 3 if Applicable) | 10% |

Selection of offeror

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

5. Award

The contract will be formally awarded the week of July 30th, 2024. In the event that mutually agreeable terms cannot be reached, the MRGCD reserves the right to finalize a contract with the next most advantageous bid without undertaking a new procurement process.

6. Protest Deadline

Any protest by a bidder must be timely and in conformance with § 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive bidders shall begin on the day following the contract award. Protests must be written and must include the name and address of the protestor and the request for Bid name or number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must be delivered to the Middle Rio Grande Conservancy District at the address below:

Richard DeLoia, Chief Procurement Officer
Middle Rio Grande Conservancy District
1931 Second Street, SW
P.O. Box 581
Albuquerque, NM 87106-0581

Protests received after the deadline will not be accepted.

B. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the Procurement Code regulations, 1.4.1 NMAC

1. Acceptance of Conditions Governing the Procurement

Bidders must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a Bid constitutes acceptance of the Evaluation Factors contained in Section V of this RFB.

2. Incurring Cost

Any cost incurred by the bidder in preparation, transmittal, presentation of any Bid or material submitted in response to this RFB shall be borne solely by the bidder.

3. Prime Contractor Responsibility

Any contract that may result from the RFB shall specify that the prime contractor is solely responsible for fulfillment of the contract with the MRGCD. The MRGCD will make contract payments only to the prime contractor.

4. Amended Bids

An amended Bid can be submitted before the deadline for submission of Bids. Such amended Bids must be complete replacements for a previously submitted Bid and must be clearly identified as such in the transmittal letter. The MRGCD personnel will not merge, collage, or assemble Bid materials.

5. Bidder's Rights to Withdraw Bid

Bidders will be allowed to withdraw their Bids at any time prior to the deadline for receipt of Bids. The bidder must submit a written withdrawal request signed by the duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.

6. Bid Offer Firm

Responses to this RFB, including Bid prices, will be considered firm for ninety (90) days after the due date for receipt of Bids.

7. Disclosure of Bid Contents

Bids and documents pertaining to the Bids will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a Bid on which the bidder has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the Bid in order to facilitate eventual public inspections of the non-confidential portion of the Bid. Confidential data are normally restricted to confidential financial information concerning the bidder’s organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which a bidder has made a written request for confidentiality, the Procurement Manager shall examine the bidder’s request and make a written determination that specifies which portions of the Bid should be disclosed. Unless the bidder takes legal action to prevent the disclosure, the Bid will be so disclosed. The Bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

8. Termination

This RFB may be canceled at any time and any and all Bids may be rejected in whole or in part when the MRGCD determines such action to be in the best interest of the MRGCD.

9. Sufficient Appropriation

Any contract awarded as a result of the RFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The MRGCD’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

10. Legal Review

The MRGCD requires that all bidders agree to be bound by the General Requirements contained in this RFB. Any bidder concerns must be promptly brought to the attention of the Procurement Manager.

11. Governing Law

This procurement and any agreements shall be governed by the terms and conditions of the MRGCD.

12. Preferences

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

13. Basis for Bid

Only information supplied by the MRGCD in writing through the Procurement Manager or in this RFB should be used as the basis for the preparation of Bids.

14. Contract Deviations

Any additional terms and conditions that may be subject of negotiation will be discussed only between the MRGCD and the awarded bidder.

15. Bidder Qualifications

The Evaluation committee may make such investigations as necessary to determine the ability of the bidder to adhere to the requirements specified within this RFB. The Evaluation committee will reject the Bid who is deemed not a responsible bidder or fails to submit a responsive offer as defined in §13-1-82 and §13-1-84 NMSA 1978.

16. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Bids fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

17. Notice

The Procurement Code, §13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. MRGCD Rights

The MRGCD reserves the right to accept all or a portion of a Bid

19. Right to Publish

Throughout the duration of this procurement process and contract term, potential bidders, and contractors must secure from the MRGCD written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bid or termination of the contract.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES & COPIES

Bids must include one (1) original and One (1) identical copy.

B. BID FORMAT

All Bids must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.).

1. Bid Organization

The Bid must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a. Complete Bid Document
- b. Response to Mandatory Requirements and Specifications
- c. Response to Business Specifications
- d. Cost Response Forms or priced catalogs
- e. Other Supporting Material Including
- f. Response to Appendix A-E, signatures & documents

Within each section bidders should address the items in the order in which they appear in this RFB. Any forms provided in the RFB must be thoroughly completed and included in the appropriate section of the Bid.

Bidders may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

IV. MANDATORY BUSINESS SPECIFICATIONS

1. References

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

- a. Name of individual or company services where provided
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number of contact person
- e. Type of services provided and dates services were provided

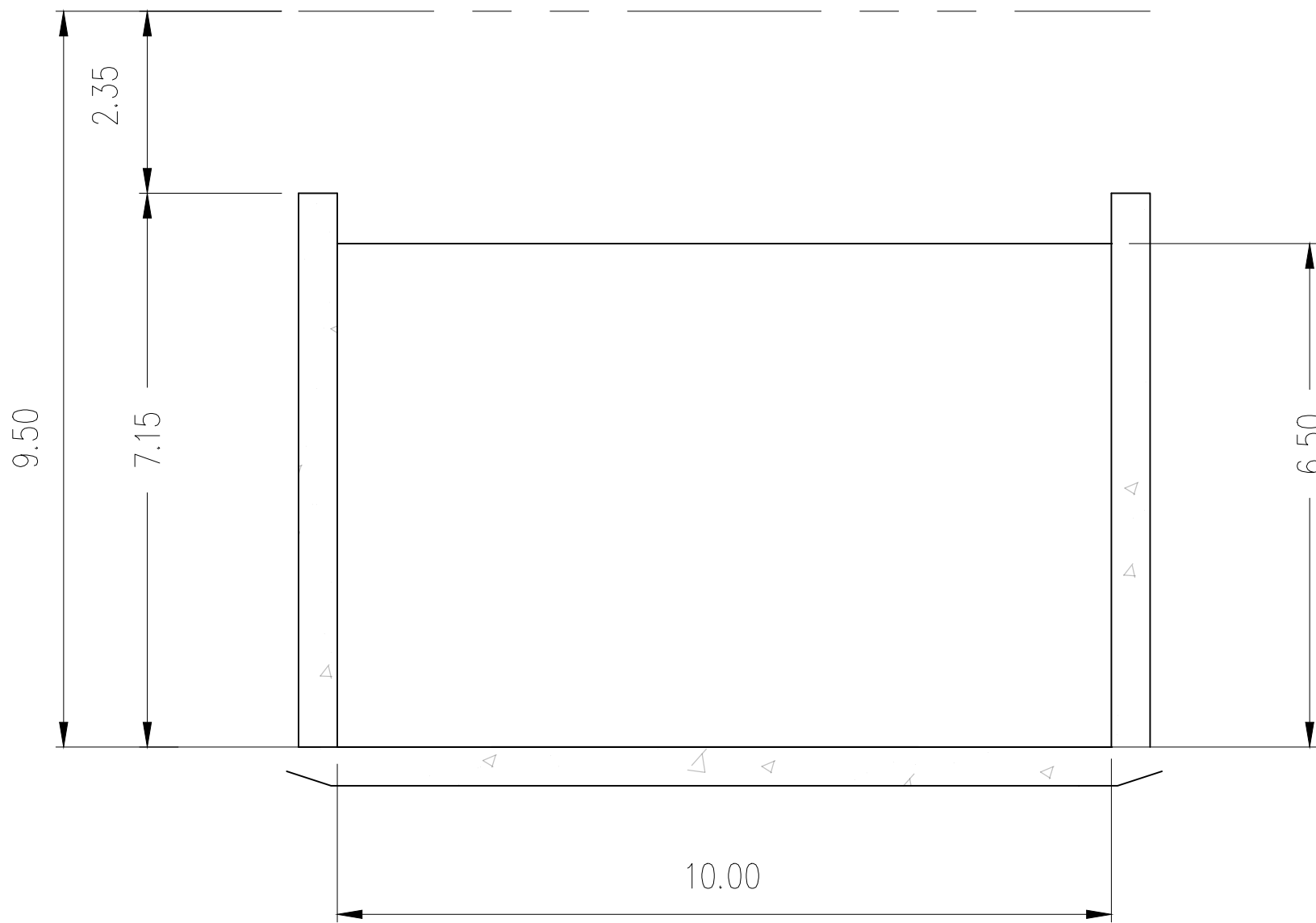
V.
GATE SPECIFICATIONS

SCOPE OF WORK

The Peralta Outfall Automatic Control Gates Project involves the modification of the existing concrete structure to facilitate the installation of an automated undershot water control gate. The project is located to the west of NM-47 and south of Calle Del Rio Road, adjacent to the Peralta Main Canal leading towards the River. These gates will provide the ability to adjust and measure water flow to meet the operational needs of the Peralta Main Canal and the Riverside Drain. The Contractor will install and modify the concrete structure to accommodate max flow rate of 170 cubic feet per sec (cfs) with a 10' width x 6.5' height dimension in the existing concrete structure.



FIGURE 1: PERALTA MAIN CANAL CONCRETE WALL
N.T.S.



SECTION A-A: CHANNEL PROFILE
N.T.S.

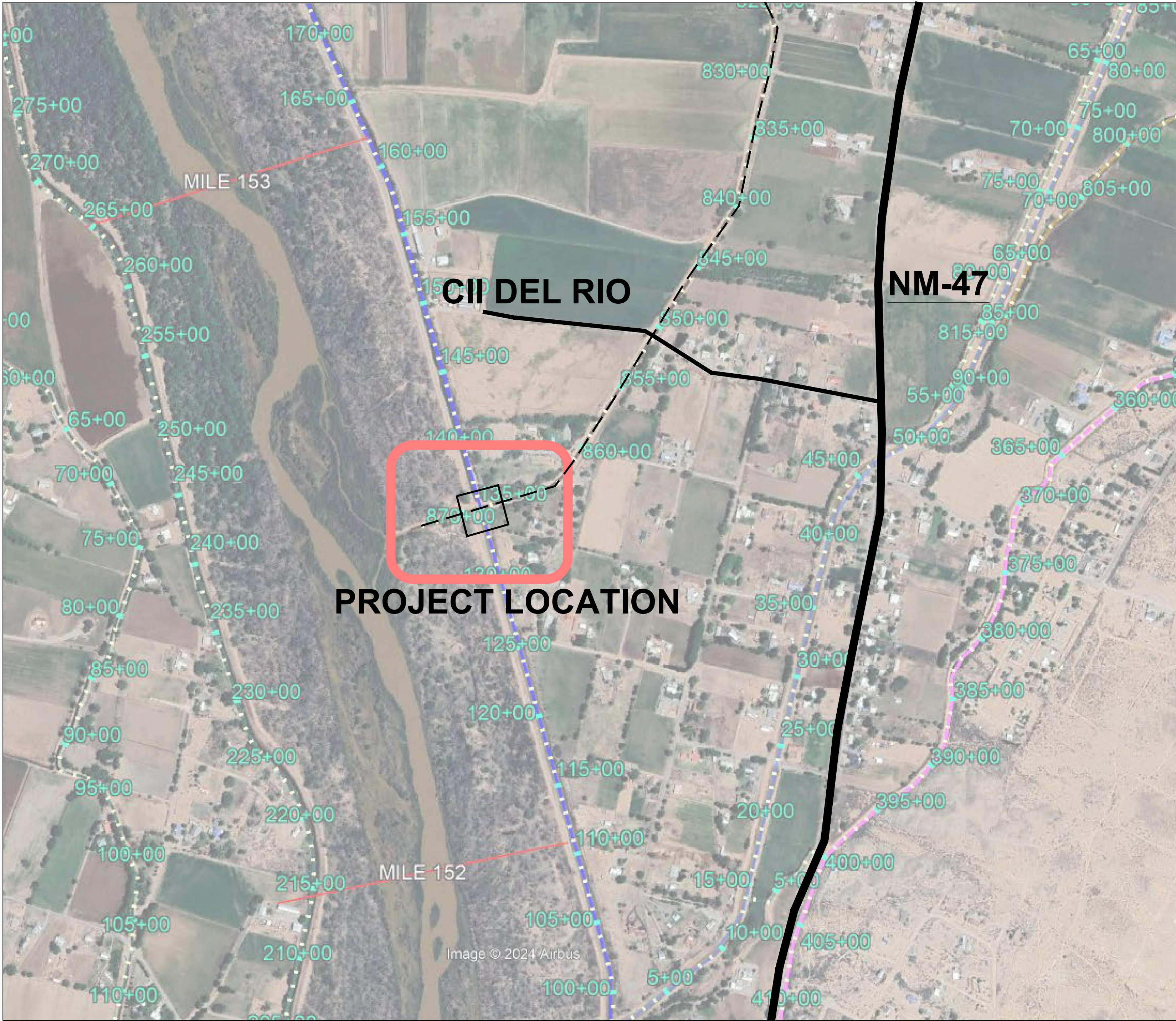
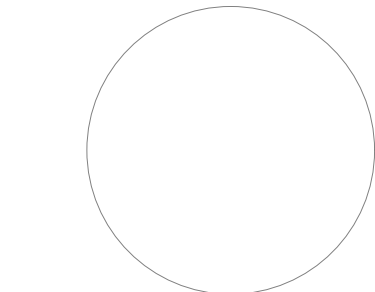


EXHIBIT MAP



PERALTA WASTEWAY OUTFALL

PERALTA MC & LRSD CROSSING
EXHIBIT MAP

PERALTA MAIN CANAL - STA 868+77



VI. COST RESPONSE FORM



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 11:00 o'clock a.m. July 30, 2024, and then publicly opened, for furnishing the following supplies, and / or services.

ITEM NO.	ARTICLE OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
1.	AUTOMATED WATER CONTROL GATE(S)		\$	\$	
	MAKE, MODEL & SIZE		\$	\$	
2.	HARDWARE		\$	\$	
3.	SOFTWARE		\$	\$	
4.	SERVICE		\$	\$	
5.	MISCELLANEOUS ITEMS NEEDED (PLEASE LIST)		\$	\$	
6.	SHIPPING		\$	\$	
TOTALS				\$	

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

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

BIDDER _____

DATE _____

ADDRESS: _____ CITY _____ STATE _____

ZIP CODE: _____ PHONE # _____

E-MAIL _____

BID CONDITIONS

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

INSTRUCTION TO BIDDERS

1. Samples of items, when required, must be furnished free of expense, prior to the opening of bids, and, if not destroyed will upon receipt, be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified with packing included.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
If the items bid has a trade name or brand, such trade name or brand must be stated in the bid.
4. To insure prompt payment, bills should be certified as follows: "I certify that the above bill is correct and just, and that payment therefore has not been received."

NOTE: In general this form is adaptable for use whether a formal contract is required or not.

RFB/RFP COMPLIANCE

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

IF BID OR PROPOSAL DOES NOT MEET OR EXCEED THE REQUIREMENTS, OR IF ANY DEVIATIONS EXIST, BIDDER/OFFEROR MUST DETAIL SPECIFICALLY BELOW. (ATTACH SEPARATE SHEET IF NECESSARY):

This image shows a blank sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the paper.

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

NAME _____

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

APPENDIX A

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, who 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 Bids and ending with the award of the contract or the cancellation of the Request for Bids.

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

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

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

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

(Karen Dunning, John Kelly, Glen Duggins, Barbara Baca, Stephanie Russo Baca, Colin Baugh 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)

Campaign Contributions – 3 of 3

APPENDIX B

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 Offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. MRGCD’s contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Offeror must provide as a part of their bids a certification to MRGCD in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Offeror 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 Offeror 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 Offeror 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 Offeror in paragraph (a), below, will be considered in connection with a determination of the Offeror's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Offeror's bid for nonresponsibility and the withholding of an award under this RFP. If the Offeror's certification indicates that that any of the items in paragraph (a), below, exists, the Offeror shall provide with its bid a full written explanation of the specific basis for, and circumstances connected to, the item; the Offeror's failure to provide such explanation will result in rejection of the Offeror's bid. If the Offeror's certification indicates that that any of the items in paragraph (a), below, exists, MRGCD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if MRGCD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will MRGCD award a contract to an Offeror if the requested exception is not granted for the Offeror.

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

(i) The Offeror 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 Offeror'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 Offeror'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 an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

APPENDIX C

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 with another client..

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 D

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://insurenwmexico.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: _____

APPENDIX E

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>Equal Employment Opportunity</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</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>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>(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,</p>	
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	<p>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 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</p>	
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	<p>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>Davis Bacon Act</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 determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week.</p>	<p>All prime construction contracts in excess of \$2,000 awarded by non-Federal entities; construction work</p>
3.	<p>Copeland Anti-Kickback Act</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>For construction work over \$2,000</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>	
4.	<p>Contract Work Hours and Safety Standards Act</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 City 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</p>	<p>For contracts over \$100,000 or that involve mechanics or laborers</p>

	<p>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 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>Rights to Inventions Made under a Contract or Agreement</p> <p>If the award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City 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,” the City 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>Clean Air Act and Federal Water Pollution Control Act</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 the City and understands and agrees that the City 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>	For contracts over \$150,000

	<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>	
7.	<p>Debarment and Suspension</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>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>	<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 meeting requirement 1 or 2</p>
8.	<p>Byrd Anti-Lobbying Amendment</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</p>	<p>For all contracts; contracts over \$100,000 must certify compliance</p>

	<p>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>	
9.	<p>Procurement of Recovered Materials</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"> 1. Competitively within a time frame providing for compliance with the Agreement performance schedule; 2. Meeting Agreement performance requirements; or 3. At a reasonable price. <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</p> <p>The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>	<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)</p>
10.	<p>§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.</p> <p>(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:</p>	<p>For all contracts</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</p>	
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	<p>necessary for those affected entities to transition from covered 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>§ 200.322 Domestic preferences for procurements.</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.

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, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor

<div style="display: flex; justify-content: space-between; padding: 5px;"> Trade: Name of Subcontractor: </div>		
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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:	