

REQUEST FOR PROPOSALS

FOR

SAFETY FOOTWEAR

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT
1931 SECOND STREET, S.W.
ALBUQUERQUE, NEW MEXICO 87102
(505) 247-0234**



**DEADLINE FOR RESPONSE
MARCH 26 ,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**

SECTION I

INTRODUCTION

A. SUMMARY AND BACKGROUND

The Middle Rio Grande Conservancy (MRGCD) is a political subdivision of the State of New Mexico and is governed by New Mexico State Statutes NMSA 1978, Chapter 73. The NM Legislators created MRGCD by Conservancy Act of 1923. The MRGCD extends from Cochiti Dam to the north boundary of Bosque Del Apache National Wildlife Refuge and, we employ approximately 200 employees and operate five (5) offices with the General office located at 1931 Second Street, SW, Albuquerque, New Mexico.

The Middle Rio Grande Conservancy District (MRGCD) encompasses approximately 150 river miles from Cochiti Dam to the north boundary of Bosque Del Apache. It varies approximately 1 to 5 miles in width. The total area is 277,760 acres with 28,500 acres of Indian land and 128,787 acres of irrigable lands. Presently, there are approximately 60,000 irrigated acres.

The District serves the six Middle Rio Grande Pueblos including Cochiti, Santo Domingo, San Felipe, Santa Ana, Sandia and Isleta as well as 10,000 private land owners with the counties of Sandoval, Bernalillo, Valencia and Socorro. The major functions of the MRGCD are to divert, transport and deliver irrigation water efficiently to the water users, provide flood protection from the Rio Grande via properly maintained levees and provide subsurface drainage benefits to the valley by operating and maintaining the drains resulting in a lowering of the water table. In addition, the District is party to the 2016 Biological Opinion that requires actions to advance the recovery and protect the habitat of the Rio Grande silvery minnow, the southwestern willow flycatcher and the yellow billed cuckoo. The District also manages 30,000 acre of the Rio Grande Bosque and recreational and wildlife management activities within a multi-agency approach.

There are seven elected Board of Directors for a four year term which are as follows: 1-member, Sandoval County; 3-members, Bernalillo County; 1-member, Valencia County; 1-member, Socorro County; and 1-member, At-Large.

The MRGCD maintains contracts with Department of the Interior, Bureau of Reclamation, Bureau of Indian Affairs, Corps of Engineers, and US Fish and Wildlife Service. The MRGCD also works very closely with the State of NM, cities, counties and other agencies within the state.

B. SCOPE OF WORK

The Middle Rio Grande Conservancy District (MRGCD) is soliciting qualification-based, competitive sealed proposals from contractors to furnish safety footwear and administer the boot allowance program. The selected contractor will be responsible for processing individual orders, fittings, distribution, billing, and reporting for authorized MRGCD employees.

All safety footwear provided under this contract must comply with steel/composite toe protection, footwear/boots must meet either the previously-established industry requirements of ASTM F2413-11 I75 / ANSI Z41.1 I75 Standards for current inventory items, or must meet the newer ASTM F2413-18 requirements if the transition to the newer standard has already been made standard and meet the following specifications:

- Safety toe protection
- Fully covered, defined heel
- Slip-resistant sole
- Minimum height of six (6) inches
- Oil and gas resistance

MRGCD will implement a \$200.00 footwear allowance for authorized employees. If an employee selects footwear exceeding the allowance, the employee will be responsible for paying the difference at the time of purchase. The additional cost shall not be invoiced to MRGCD. The voucher may only be used for the purchase of safety footwear; it cannot be applied to accessories such as socks, laces, or other items.

The contractor agrees to provide a 15% discount on the purchase of safety footwear and any additional items. Employees must present an official MRGCD ID to receive this discount.

Additionally, the contractor shall provide a detailed monthly sales report to the MRGCD Accounting Department. At a minimum, this report must include:

- Employee name
- Date of purchase
- Boot brand and model/part number
- Item description
- Quantity, size, and gender
- Unit price and total amount

All prospective offerors are strongly encouraged to review this Request for Proposal (RFP) thoroughly, paying particular attention to the mandatory requirements.

SAFETY FOOTWEAR ALLOWANCE: MRGCD shall pay “Only” for authorized footwear purchased by eligible employees. Any quantity or amount exceeding the authorized allowance amount, or type of footwear, will be the employee’s responsibility.

RETURN OF ITEMS: The successful Vendor(s) shall be responsible for properly fitting MRGCD employees. If MRGCD employees find the footwear does not fit properly, the supplier must exchange the footwear for another item within thirty (30) days of purchase. The Vendor(s) also agrees that safety footwear ordered from a catalog or website, without being tried on, may be returned by the employee without charge if they do fit properly.

REPORTING AND INVOICING REQUIREMENTS:

The successful Vendor(s) will provide a monthly sales report and submit it to the Assistant Chief Engineer of Operations and duplicate copy to the MRGCD Accounts Payable Department. The report shall include but not limited to the following information.

- Employee’s name
- Date of purchase
- Model/Part Number Per Item
- Detailed Description of Item
- Quantity Purchased
- Size per item
- Price per item
- Total amount of Sale

All invoicing shall reference the MRGCD Purchase Order Number listed on the voucher coupon presented. No more than one PO shall be referenced per invoice. **A sample of the invoice shall be submitted with the proposal.**

ITEMIZED COST PROPOSAL

Offerors shall provide prices based on the percent of discount off a referenced manufacturer’s price list for each year and shall include cost of shipping (if applicable). A copy of the referenced price list and the applicable catalogs or descriptive literature shall be enclosed with the proposal. Failure to include either the manufacturer’s price list or the applicable catalogs or descriptive literature may be deemed non-responsive. Offerors are to provide the following information with their proposal:

- Price list – For each product Brand Name being proposed
- Model/Part Number per item proposing
- Item Description
- Price per item
- Discount % off manufacturer’s list price.

C. INSURANCE REQUIREMENTS:

The Offeror agrees to procure and maintain, for the term of the Agreement, Insurance of the kinds and in the amount, hereafter required, with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement whether performed by it or its sub-contractors. The insurance companies affording coverage must be deemed acceptable to the MRGCD throughout the term of this Agreement. The policy shall provide for 60-day notice to the MRGCD prior to termination, cancellation or change.

- General Liability Insurance in a comprehensive form including coverage for property damage, bodily injury, personal injury and completed operations with a single limit of at least \$1,000,000 per occurrence and aggregate. The certificate shall name the MRGCD as additional insured.
- If any motor vehicle is used, Auto Liability Insurance covering bodily injury and property damage with minimum combined single limit of \$1,000,000
- Workers Compensation and Employer's Liability in accordance with applicable laws of the State of New Mexico.

Hold MRGCD harmless: The offeror agrees to indemnify and hold MRGCD harmless from any and all claims for any damage or injury to persons or property arising as the result of the negligent acts, errors or omissions of the offeror, his/her employees, or subcontractors in performing offeror's duties, and shall reimburse MRGCD for all reasonable costs or expenses, including attorney's fees, incurred by MRGCD and arising from any such claims.

D. Scope of this Procurement

This procurement shall encompass the scope of work and all criteria that may be specified or required in this RFP. Should any amendment to this RFP be deemed necessary, it will be distributed in writing to all recipients of the original RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.

E. Purchasing Agent

Proposals shall be mailed or delivered to the MRGCD Purchasing Agent, at the address below. All deliveries via express carrier should be addressed to the MRGCD Purchasing Agent responsible for the conduct of this procurement:

Mr. Ricardo Varela, Purchasing Agent
Middle Rio Grande Conservancy District
1931 Second Street SW
Albuquerque, NM 87102
505 247-0234
ricardo@mrgcd.us

All inquiries or requests regarding this procurement should be submitted to MRGCD Purchasing Agent in writing.

Envelope shall be clearly marked "Safety Footwear" in the lower left-hand corner. The date and time marked or stamped on the sealed envelope by MRGCD shall be conclusive evidence of the date and time the proposal was received.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

H. Definition of Terms Used in this RFP

"Close of Business" means 4:30 pm Mountain Standard or Mountain Daylight Time, whichever is in effect on the given date, Monday through Friday.

"Contract" means a written agreement for the procurement of professional services.

"Contractor" means a successful offeror who enters into a binding contract

"Determination" means the written documentation of a decision by the Purchasing Agent including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"MRGCD" means the Middle Rio Grande Conservancy District

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Purchasing Agent" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

"Statement of Concurrence" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in RFP (e.g. "We concur", "Understands and Complies", "Comply", etc.

SECTION II CONDITIONS GOVERNING THIS PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. Sequence of Events

The Purchasing Agent will make every effort to adhere to the following schedule:

ITEM	ACTION	RESPONSIBILITY	DATE
1.	Issue of RFP	MRGCD	3/3/2025
2.	Deadline for Acknowledgement of Receipt Form	Offeror	3/14/2025
3.	Deadline to submit Questions	Offeror	3/19/2025
4.	Response to Questions	MRGCD	3/20/2025
5.	Submission of Proposals	Offerors	3/26/2025
6.	Proposal Evaluations	MRGCD	4/2/2025
7.	Best and Final Offer	MRGCD/Offerors	TBD
8.	Board Approval	MRGCD	TBD
9.	Notice of Award	MRGCD	TBD
10.	Protests Deadline	Offerors	15 Days After Award

B. Explanation of Events

1. Issue of RFP: **March 3, 2025**, is the official date of release of this Request for Proposal by the Middle Rio Grande Conservancy District.

2. Acknowledgment of Receipt (Appendix 7): Offeror should deliver, via facsimile, e-mail or US mail the "Acknowledgment of Receipt Form". The Acknowledgement of Receipt Form should be signed and dated by an authorized representative, and returned by close of business **March 14, 2025**, to be on the procurement distribution list. The procurement distribution list will be used for the circulation of written responses to questions, amendments, etc.

3. Deadline to Submit Written Questions: Any proposal questions must be submitted in writing by **March 19, 2025**, to the Purchasing Agent at the address listed in Section I.E

4. Written responses to submitted questions will be e-mailed to all potential offers who have signed and returned their Acknowledgment of Receipt Form as per Section II.B.2 and are on the procurement distribution list.

5. Submission of Proposal: **ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY MRGCD NO LATER THAN 10.00 A.M. ON March 26, 2025.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Purchasing Agent at the address listed above.

6. Proposal Evaluation: (See section V. Evaluation, below) the evaluation of proposals will be performed by an evaluating committee. Proposal evaluations will be conducted **April 2, 2025**, the MRGCD may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the offerors.

7. Best and Final Offers: Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by **TBD**. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

8. Recommendation will be submitted to the MRGCD Board of Directors on **TBD** who will take action for approval and award. This contract shall be awarded to the Offeror(s) whose proposals are most advantageous.

9. Notice of Award: MRGCD will notify all Offerors of the final award on **TBD**.

10. Protests: In accordance with Section 13-1-172 NMSA 1978, any offeror who is aggrieved in connection with the award of a contract may protest to the MRGCD. The protest must be submitted **in writing** within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Mr. Ricardo Varela Purchasing Agent
Middle Rio Grande Conservancy District
1931 Second Street SW
Albuquerque, NM 87102
505 247-0234
ricardo@mrgcd.us

The 15-day protest period shall begin on the day following the date of written notice of award from MRGCD. Protests must include the name and address of the protestant, the name of this solicitation, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

C. General Requirements

This procurement is being conducted in accordance with MRGCD and State procurement regulations.

1. **Acceptance of Conditions Governing the Procurement:** Offerors must indicate their acceptance of the Conditions Governing this procurement and all amendments to this RFP (if any) in their letter of transmittal of the proposal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. **Incurring Cost:** Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. **Prime Contractor Responsibility:** Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.

4. **Subcontractors:** Use of subcontractors must be clearly explained in the proposal, and ALL subcontractors and subcontractor personnel must be identified by name and have a current résumé included in the proposal. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. **Amended Proposals:** An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in a transmittal letter that accompanies the amended proposal. MRGCD personnel will not merge, collate, or assemble proposal materials.

6. **Offerors' Rights to Withdraw Proposal:** Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror and addressed to the Purchasing Agent. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of Evaluating Committee.

7. **Proposal Offer Firm:** Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

8. **Disclosure of Proposal Contents:** The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Purchasing Agent will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separated from the proposal

in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies 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 an offeror has made a written request for confidentiality, MRGCD shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation: This procurement in no manner obligates the MRGCD to the use of any proposed professional services until a valid written contract is awarded and approved by MRGCD

10. Termination: This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the MRGCD determines such action to be in the best interest of the MRGCD.

11. Sufficient Appropriation: Any contract awarded as a result of this RFP 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.

12. Legal Review: The MRGCD requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of MRGCD Chief Engineer.

13. Governing Law: This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal: Only information in this RFP or amendments should be used as the basis for the preparation of offeror proposals.

15. Contract: MRGCD reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract. All contracts for professional services are subject to the review and approval of the MRGCD Board of Directors.

16. Offeror's Terms and Conditions: Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with MRGCD.

17. Contract Deviations: Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between MRGCD and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

18. Offeror Qualifications: MRGCD may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. MRGCD will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined by the conditions of this RFP.

19. Right to Waive Minor Irregularities: MRGCD reserves the right to waive minor irregularities. MRGCD also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of MRGCD.

20. Change in Contractor Representatives: MRGCD reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of the MRGCD, meeting its needs adequately.

21. Notice: The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

22. Agency Rights: MRGCD reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish: Throughout the duration of this procurement process and contract term, potential offerors, and contractors must secure from 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 offeror's proposal or termination of the contract.

24. Electronic mail address required: A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

25. Use of Electronic Versions of this RFP: This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by MRGCD, the version maintained by MRGCD shall govern.

SECTION III

RESPONSE FORMAT AND ORGANIZATION:

This section describes the format and organization of the Offeror's response. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. Number of Responses

Offerors shall submit only one proposal.

B. Number of Copies

Offeror shall deliver one (1) original and three (3) identical copies of their proposal.

C. Proposal Format

Letter of Transmittal

Include at least the following information:

1. Name, address and telephone number of the Offeror.
2. Full name, e-mail address, and telephone number of primary contact.
3. Signature of the offeror or authorized representative who certifies that he/she has the authority to bind the offeror.
4. Date of the proposal.
5. Project Implementation: The Offeror shall describe its plans to provide the requested services. The section should include a narrative description of the proposed methodology to accomplish the required task. Include a list other contract entered into by your firm that are similar to this project.
6. Provide a list of key personnel for this project must be submitted with the proposal.
7. A statement of concurrence that the offeror, if awarded the contract, will comply with all terms and conditions set forth in this RFP.
8. A statement of concurrence that the offeror's proposal will be valid for sixty (60) days after the deadline of submission of proposals.

D. Mandatory Forms:

Campaign Contribution Disclosure Form Appendix 1; Suspension and Debarment Form, Appendix 2; Resident Business /or Resident Veterans / Native Americans Resident Business Certification Appendix 3; Conflict of Interest Affidavit and Disclosure Appendix 4; NM Employees Health Coverage Appendix 5; Acknowledgement of Receipt Form, Appendix 6

E. Non-Mandatory Forms

Resident Business/Resident Veterans Preference Appendix 3 *(Only If applicable)*

SECTION IV MANDATORY SPECIFICATIONS

1. Offerors must clearly demonstrate that its staff and company have all the necessary expertise to manage the Safety Footwear Allowance Program.
2. Experience The statement must thoroughly describe how the offeror has supplied and furnished Safety Footwear through an Allowance Program and provide the detail on how they manage report and invoice. Offerors must demonstrate in interviews and through personal references an ability to provide the safety equipment and service as specified in this RFP
3. References: Proposals must include at least three (3) references including contact information from entities who have received services similar to those being requested.
 - a. Name, address, and phone number of contact person
 - b. Type of services provided, and dates services were provided
4. Offeror Staff Experience: Offerors must submit an explanation of staff experience.
5. Insurance Requirements. The offeror shall obtain, provide and maintain at its own expense during the term of this contract, insurance policy of the type and amounts described below and, in a form, satisfactory to MRGCD.
 - a. Certificates of Insurance. Offeror shall provide certificates of insurance to MRGCD as evidence of the insurance coverage required herein. Current certification of insurance shall be kept on file with MRGCD at all times during the term of the Agreement.
 - b. Coverage Requirements
 - i. Workers' Compensation Coverage. Offeror shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of New Mexico. The insurer shall agree to waive all rights of subrogation against MRGCD, its

officers, agents, employees and volunteers for losses arising from work performed by the Offeror.

- ii. General Liability (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- iii. Automobile Liability Coverage Offeror shall maintain automobile insurance covering bodily injury and property damage for all activities of the Offeror arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles.

SECTION V

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

ITEM	Evaluation CRITERIA	Evaluation POINTS
1.	Technical Criteria	30
2.	Selection of Boots	30
3.	Qualification and Experience	30
4.	Mandatory Documents	10
MAXIMUM EVALUATION POINTS		100

SECTION V

EVALUATION CRITERIA

A. Evaluation Process

The evaluation process will follow the steps listed below:

An MRGCD Evaluating Committee will evaluate proposals. The committee will select the offeror(s) whose proposal is most advantageous to the MRGCD, considering the Specification, General and Mandatory Requirements

B. Scoring

1. The evaluation committee will evaluate and score all proposals received.
2. Proposals not meeting minimum requirements and those that are not responsive will not be given further consideration.
3. Proposals in the competitive range will be determined. These offerors may be asked to present their proposal to the evaluating committee.
4. MRGCD Evaluating Committee will recommend that the offeror with the highest overall score be awarded the contract. The recommendation must be approved by the MRGCD Board of Directors prior to the execution of a contract.

30 points - Technical Criteria

- Compliance with Specifications, Format/Organization and General and Mandatory Requirements

30 points – Selection of Boots

- Different types and amounts of safety footwear employees will have to choose from.

30 Points – Qualification and Experience

- Demonstrated ability to provide the equipment and manage the Safety Footwear Allowance Program.
- Past Performance from Vendor.
- Store Locations.

10 Points – Mandatory Documents - Proposal Forms;

All forms requiring Offeror responses must be completed and submitted with the proposal

N O T I C E
TO ALL OFFERORS

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

APPENDIX I

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 bid 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 bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bid.

“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 bid process set forth in the Procurement Code or is not required to submit a competitive sealed bid because that person qualifies for a sole source or a small purchase contract.

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

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

(Karen Dunning, Stephanie Russo Baca, John Kelly, Colin T. Baugh, Brian Jiron, Glen Duggins, 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 procurement process 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 bid 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 Purchasing Agent for this RFB will render the Bidder non-responsible. Furthermore, the Bidder shall provide immediate written notice to the Purchasing Agent for this RFB if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

The certification provided by the Bidder in paragraph (a), below, will be considered in connection with a determination of the Bidder's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Bidder's bid for nonresponsibility and the withholding of an award under this RFB. 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 an Bidder if the requested exception is not granted for the Bidder.

(a)(1) By signing and submitting a proposal/bid in response to this RFB, the Offeror/Bidder certifies, to the best of its knowledge and belief, that:

(i) The Offeror/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 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 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/Bidder 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 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

Bidder's Company Name: _____

Resident Business Certificate Number: _____

Expiration Date: _____

Bidder/Offeror" must include a copy of Resident Business Certificate with their bid or proposal

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 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 subconsultant 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://insurenwnewmexico.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, Offeror agrees to be bound by the terms stated in this form:

Signature of Offeror: _____ Date: _____



APPENDIX 6

ACKNOWLEDGEMENT OF RECEIPT FORM

SAFETY FOOTWEAR RFP

1. ☐ Complete RFP copy beginning with Title Page and ending with Appendix 6
2. ☐ Addendum/Amendment No. _____

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with Appendix 6.

The Acknowledgement of Receipt should be signed and returned to the Purchasing Agent no later than the close of business March 14, 2025. Only potential Offerors who elect to return this form completed indicating intention of submitting a proposal will receive copies of Offeror questions and responses as well as RFP addendum/amendments, if any are issued.

FIRM: _____

REPRESENTATIVE: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Bid/Proposal.

Firm Does / Does Not (circle One) intend