

A.5 Bid Form

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return **two (2) complete copies** one (1) original and one (1) copy of the Bid documents, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. All specifications, terms and conditions are met.
 b. Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

CONY WATSON c/o TLC PLUMBING & UTILITY, 5000 EDITH BLVD. N.E., ALBUQUERQUE NM 87107 (505) 761-9696

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed: PER AGREEMENT Calendar days.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

TLC PLUMBING & UTILITY

Firm

5000 EDITH BLVD. N.E. ALBUQ, NM 87107

Address

X Eddie C Padilla

Authorized Signature

EDDIE PADILLA

Print Name

CITY DEV. OFFICER

Position

(505) 761-9696

(505) 761-5559

Phone Number Fax Number

JULY 23, 2020

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): N/A

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

A.6 Bid SubmittalNAME TLC PLUMBING & UTILITYADDRESS 5000 EDITH BLVD. N.E., ALBUQUERQUE, NM 87107

To the City of Santa Fe, State of New Mexico, Owner:

The undersigned proposes to furnish and deliver all the material and to do all the work and labor required in the construction of the Taxiway G Construction, City of Santa Fe in Santa Fe County, State of New Mexico, according to the plans and specifications therefor and at the prices named and shown on the Bid Form.

The undersigned declares that the only person or parties interested in the bid submittal as principals are those named herein; that the bid submittal is made without collusion with any person, firm or corporation; that he/she has carefully examined the specifications, including special provisions, if any, and that he/she has made a personal examination of the site of the work, that he/she is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that he/she understands that the quantities are approximate only and subject to increase or decrease, and that he/she is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after receiving notification of the acceptance of this bid submittal, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the City of Santa Fe as liquidated damages, and the said City of Santa Fe may proceed to award the contract to others.

We hereby agree to commence the work within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after notification to proceed, and to complete all the work in one hundred twenty (120) calendar days.

Substantial completion of the work shall mean completion and ready for acceptance of all work related to clearing, earthwork, traffic signal improvements, paving, concrete curb and gutter, sidewalk, wheelchair ramps, drivepads, traffic control, permanent signing and striping, subgrade prep, and base course.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of 100% of the Contract amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the City of Santa Fe from any damage or loss of which the City of Santa Fe may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his/her agents or employees, or by or on

account of any act or omission of said Contractor, his/her servants, agents or employees, in performance of this contract.

1. The undersigned proposes to guarantee all work performed under these Plans, Specifications, and Contract for one year after acceptance by the City and repair and maintain same until the date of acceptance by the City of Santa Fe.

2. The undersigned tenders herewith, as a bid guaranty, for which receipt has been given, a certified check or bid bond in the amount of 50% OF THE TOTAL AMOUNT BID Dollars \$ _____ drawn to the order of the City of Santa Fe.



(Corporate Seal)

X Eddie C. Padilla
Signature-Title

TLC PUMPING & UTILITY
Corporate Name
5000 EDITH BLVD. N.E.
ALBUQUERQUE, NM 87107
Address

(Names of individual members of firms or names and titles of all officers of Corporation.)

DAVE ARMSTRONG - PRES.
RON BURNETT - V.P. SEC.
EDDIE PADILLA - CHIEF GEN. OFFICER

Corporation organized under the laws of the State of

NEW MEXICO
51429 GA-98, GR-98, GF-98,
EE-98, MM-98
New Mexico Contractor's License No. and type.
0191742011629
New Mexico Dept. of Labor Registration No.

Note: Subcontractor Labor and Industrial Division Enforcement Fund Registration Number, on work over \$50,000 must be listed on Subcontractor Listing.

A.7 Bid Form

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM: JLC PUMPING & UTILITY
5000 FAITH BLVD. NE, ALBUQ, NM 87107

hereinafter called "Bidder".

TO: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY",

Bid For: Santa Fe Regional Airport Taxiway G Construction

RFB No. 21/02/B

1. The bidders have familiarized themselves with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- Advertisement for Bids
- Instructions For Bidders
- Bid Submittal and other required bid forms as listed herein
- Agreement
- Form of Performance Bond
- Form of Labor and Material Payment Bond
- Technical Specifications
- Everything else included in the Project Manual and the Drawings.

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed documents.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices:

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

BASE BID LOT 1 – TAXIWAY G PAVEMENT CONSTRUCTION

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE IN FIGURES	TOTAL
1	C-105	Mobilization, Complete.	LS	1	\$ 149,000 ⁰⁰	\$ 149,000 ⁰⁰
UNIT PRICE IN WRITING: ONE HUNDRED FORTY NINE THOUSAND DOLLARS						
2	CSPP	Airport Safety and Security, Construction Traffic Control, and Barricading, Complete.	LS	1	\$ 30,500 ⁰⁰	\$ 30,500 ⁰⁰
UNIT PRICE IN WRITING: THIRTY THOUSAND FIVE HUNDRED DOLLARS						
3	C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control.	LS	1	\$ 42,000 ⁰⁰	\$ 42,000 ⁰⁰
UNIT PRICE IN WRITING: FOUR THOUSAND TWO HUNDRED DOLLARS						
4	P-101	Sawcut Existing Pavement, Complete.	LF	286	\$ 290	\$ 82940
UNIT PRICE IN WRITING: TWO DOLLARS NINETY CENTS						
5	P-101	Bituminous Pavement Pulverization and Removal, 5" Depth, Hauling, Temporary Stockpiling On-Airport, Complete.	SY	16,285	\$ 250	\$ 40,71250
UNIT PRICE IN WRITING: TWO DOLLARS FIFTY CENTS						
6	P-101	Removal of Existing Drop Inlet, Complete.	EA	2	\$ 7650	\$ 15300 ⁰⁰
UNIT PRICE IN WRITING: SEVEN HUNDRED SIXTY FIVE DOLLARS						
7	P-101	Removal of Existing 12" Corrugated Metal Pipe (CMP), Complete.	LF	160	\$ 2300	\$ 3680 ⁰⁰
UNIT PRICE IN WRITING: TWENTY THREE DOLLARS						
8	P-101	Removal of Existing 18" Reinforced Concrete Pipe (RCP), Complete.	LF	135	\$ 2500	\$ 33750 ⁰⁰
UNIT PRICE IN WRITING: TWENTY FIVE DOLLARS						
9	P-151	Clearing and Grubbing.	AC	6	\$ 17000 ⁰⁰	\$ 10,200 ⁰⁰
UNIT PRICE IN WRITING: ONE THOUSAND SEVEN HUNDRED DOLLARS						
10	P-152	Unclassified Excavation.	CY	8,000	\$ 600	\$ 48,000 ⁰⁰
UNIT PRICE IN WRITING: SIX DOLLARS						
11	P-152	On-Site Borrow Excavation, Removal and Replacement of Existing Unsuitable Material.	CY	10,000	\$ 1000	\$ 100,000 ⁰⁰
UNIT PRICE IN WRITING: TEN DOLLARS						

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE IN FIGURES	TOTAL
12	P-155	Hydrated Lime.	TONS	580	\$ 235 ⁰⁰	\$ 136,300 ⁰⁰
UNIT PRICE IN WRITING: TWO HUNDRED THIRTY FIVE DOLLARS						
13	P-155	Lime-Treated Subgrade, 12" Minimum.	SY	19,510	\$ 8 ⁰⁰	\$ 156,080 ⁰⁰
UNIT PRICE IN WRITING: EIGHT DOLLARS						
14	P-209	Crushed Aggregate Base Course, 7" Thickness.	CY	3,800	\$ 62 ⁰⁰	\$ 235,600 ⁰⁰
UNIT PRICE IN WRITING: SIXTY TWO DOLLARS						
15	P-403	Asphalt Mix Pavement Base Course, 5" Thickness.	TON	5,500	\$ 89 ⁵⁰	\$ 492,250 ⁰⁰
UNIT PRICE IN WRITING: EIGHTY NINE DOLLARS FIFTY CENTS						
16	P-401	Bituminous Surface Course, 4" Thickness, Complete in Place (CIP).	TON	4,270	\$ 90 ²⁵	\$ 385,367 ⁵⁰
UNIT PRICE IN WRITING: NINETY DOLLARS TWENTY FIVE CENTS						
17	P-602	Bituminous Prime Coat.	GAL	5,510	\$ 4 ⁰⁰	\$ 22,040 ⁰⁰
UNIT PRICE IN WRITING: FOUR DOLLARS						
18	P-603	Bituminous Tack Coat.	GAL	3,857	\$ 26 ⁰⁰	\$ 10,028 ²⁰
UNIT PRICE IN WRITING: TWO DOLLARS SIXTY CENTS						
19	P-620	Runway and Taxiway Painting, Including Temporary Coat and Final Coat with Glass Bead Application, CIP.	SF	6,600	\$ 3 ¹⁰	\$ 20,460 ⁰⁰
UNIT PRICE IN WRITING: THREE DOLLARS TEN CENTS						
20	T-901	Seeding with Hydromulch.	AC	5	\$ 3200 ⁰⁰	\$ 16,000 ⁰⁰
UNIT PRICE IN WRITING: THREE THOUSAND TWO HUNDRED DOLLARS						
21		Linear Grading After Construction, Shape and Grade Shoulders to Provide the 1-1/2" Maximum Drop-Off from Pavement Edge, Complete.	LF	4,900	\$ 28 ⁰⁰	\$ 13,740 ⁰⁰
UNIT PRICE IN WRITING: TWO DOLLARS SIXTY CENTS						

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE IN FIGURES	TOTAL
22	D-751	New Median Type Drop Inlet, CIP.	EA	3	\$ 7500 ⁰⁰	\$ 22500 ⁰⁰
UNIT PRICE IN WRITING: SEVEN THOUSAND FIVE HUNDRED DOLLARS						
23	D-701	36" Reinforced Concrete Pipe (RCP) Including Trenching, Backfill, Fittings, Joints, and Miscellaneous Components, CIP.	LF	135	\$ 177 ⁰⁰	\$ 23895 ⁰⁰
UNIT PRICE IN WRITING: ONE HUNDRED SEVENTY SEVEN DOLLARS						
24		Construction Staking, Complete.	LS	1	\$ 32,000 ⁰⁰	\$ 32,000 ⁰⁰
UNIT PRICE IN WRITING: THIRTY TWO THOUSAND DOLLARS						
25	C-100	Contractor Quality Control Testing, Complete.	LS	1	\$ 45,500 ⁰⁰	\$ 45,500 ⁰⁰
UNIT PRICE IN WRITING: FORTY FIVE THOUSAND FIVE HUNDRED DOLLARS						

Subtotal Bid Items for Base Bid Lot 1 – Taxiway G Pavement Construction

\$ 2,002,787⁶⁰

New Mexico Gross Receipts Tax (NMGR) @ 8.4375%

\$ 168,985²⁰

Total Base Bid Lot 1, including NMGR

\$ 2,171,772⁸⁰

BASE BID LOT 2 – TAXIWAY G MEDIUM INTENSITY TAXIWAY LIGHTING (MITL) SYSTEM

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE IN FIGURES	TOTAL
1	C-105	Mobilization, Complete.	LS	1	\$ 28,000 ⁰⁰	\$ 28,000 ⁰⁰
UNIT PRICE IN WRITING: TWENTY EIGHT THOUSAND DOLLARS						
2	CSPP	Airport Safety and Security, Construction Traffic Control and Barricading, Complete.	LS	1	\$ 45,000 ⁰⁰	\$ 45,000 ⁰⁰
UNIT PRICE IN WRITING: FORTY FIVE THOUSAND DOLLARS						
3	C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control.	LS	1	\$ 910 ⁰⁰	\$ 910 ⁰⁰
UNIT PRICE IN WRITING: NINE HUNDRED TEN DOLLARS						

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE IN FIGURES	TOTAL
4		Removal and Salvage of Existing Taxiway MITL Fixtures, Edge Lights, Complete.	EA	61	\$ 45 ⁰⁰	\$ 2745 ⁰⁰
UNIT PRICE IN WRITING: FORTY FIVE DOLLARS						
5		Remove and Dispose of Off Airport Property, Direct Bury Edge Light 5 KV Cable and Counterpoise, Complete.	LF	6,700	\$ 1 ⁸⁰	\$ 12,060 ⁰⁰
UNIT PRICE IN WRITING: ONE DOLLAR EIGHTY CENTS						
6		Remove and Salvage Existing Guidance Sign, Remove and Dispose of Concrete Base and Can, Complete.	EA	6	\$ 360 ⁰⁰	\$ 2160 ⁰⁰
UNIT PRICE IN WRITING: THREE HUNDRED SIXTY DOLLARS						
7		Remove and Salvage Existing Guidance Sign, Do Not Disturb Existing Concrete Base and Can, Complete.	EA	1	\$ 360 ⁰⁰	\$ 360 ⁰⁰
UNIT PRICE IN WRITING: THREE HUNDRED SIXTY DOLLARS						
8		Remove Existing Pull Box, Complete.	EA	11	\$ 130 ⁰⁰	\$ 1430 ⁰⁰
UNIT PRICE IN WRITING: ONE HUNDRED THIRTY DOLLARS						
9		Remove Existing Concrete Duct Markers, Complete.	EA	9	\$ 65 ⁰⁰	\$ 585 ⁰⁰
UNIT PRICE IN WRITING: SIXTY FIVE DOLLARS						
10		Temporary Cable and Conduit for Circuit Jumper, Above Ground, Connected and Operating, CIP.	LF	10,000	\$ 2 ²⁰	\$ 22,000 ⁰⁰
UNIT PRICE IN WRITING: TWO DOLLARS TWENTY CENTS						
11	L-108	Trenching for Cable, Backfill, CIP.	LF	5,800	\$ 5 ⁰⁵	\$ 29,290 ⁰⁰
UNIT PRICE IN WRITING: FIVE DOLLARS FIVE CENTS						
12	L-108	L-824, 1/C #8 5 KV Cable, In Trench or Duct, w/ All Splices, CIP.	LF	9,500	\$ 1 ⁶⁰	\$ 15,200 ⁰⁰
UNIT PRICE IN WRITING: ONE DOLLAR SIXTY CENTS						
13	L-108	L-824, 1/C #6 Bare Solid Counterpoise, In Trench, Duct Bank, or Conduit, Ground Rods and Ground Connectors, CIP.	LF	5,800	\$ 3 ⁶⁰	\$ 20,880 ⁰⁰
UNIT PRICE IN WRITING: THREE DOLLARS SIXTY CENTS						

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE IN FIGURES	TOTAL
14	L-110	Non-Encased Electrical Conduit, 1-Way, 2", Direct Bury, CIP.	LF	6,700	\$ 240	\$ 16,080 ⁰⁰
UNIT PRICE IN WRITING: TWO DOLLARS FORTY CENTS						
15	L-110	Concrete Encased Electrical Conduit, 2-Way, 4", Including Markers, CIP.	LF	190	\$ 72 ⁰⁰	\$ 13,680 ⁰⁰
UNIT PRICE IN WRITING: SEVENTY TWO DOLLARS						
16	L-110	Concrete Encased Electrical Conduit, 4-Way, 4", Including Markers, CIP.	LF	85	\$ 90 ⁰⁰	\$ 7650 ⁰⁰
UNIT PRICE IN WRITING: NINETY DOLLARS						
17	L-115	Electrical Pull Box (36" x 24" x 30"), Polymer Concrete.	EA	6	\$ 1400 ⁰⁰	\$ 8400 ⁰⁰
UNIT PRICE IN WRITING: ONE THOUSAND FOUR HUNDRED DOLLARS						
18	L-115	L-867 Class I Steel Base Can Encased in Concrete, Complete.	EA	3	\$ 845 ⁰⁰	\$ 2535 ⁰⁰
UNIT PRICE IN WRITING: EIGHT HUNDRED FORTY FIVE DOLLARS						
19	L-125	Medium Intensity LED L-861T Taxiway Light (MITL), Blue Lens, L-867 Can Mounted, L-830 Transformers, Heater Kit, CIP.	EA	69	\$ 1570 ⁰⁰	\$ 108,330 ⁰⁰
UNIT PRICE IN WRITING: ONE THOUSAND FIVE HUNDRED SEVENTY DOLLARS						
20	L-125	New Size 2, Style 2, Class 2, 3 Module, LED Guidance Sign with New Concrete Foundation and L-867 Base, CIP.	EA	4	\$ 5745 ⁰⁰	\$ 22,980 ⁰⁰
UNIT PRICE IN WRITING: FIVE THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS						
21	L-125	New Size 2, Style 2, Class 2, 1 Module, LED Guidance Sign Installed on Existing Concrete Foundation, CIP.	EA	1	\$ 2400 ⁰⁰	\$ 2400 ⁰⁰
UNIT PRICE IN WRITING: TWO THOUSAND FOUR HUNDRED DOLLARS						
22	L-125	New Concrete Foundation and L-867 Base, Install Salvaged 3 Module Guidance Sign on New Base, CIP.	EA	1	\$ 2700 ⁰⁰	\$ 2700 ⁰⁰
UNIT PRICE IN WRITING: TWO THOUSAND SEVEN HUNDRED DOLLARS						
23		Miscellaneous Vault Modifications, CIP.	LS	1	\$ 6000 ⁰⁰	\$ 6000 ⁰⁰
UNIT PRICE IN WRITING: SIX THOUSAND DOLLARS						

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE IN FIGURES	TOTAL
24		Construction Staking, Complete.	LS	1	\$ 19,000 ⁰⁰	\$ 19,000 ⁰⁰
UNIT PRICE IN WRITING: <i>NINETEEN THOUSAND DOLLARS</i>						

Subtotal Bid Items for Base Bid Lot 2 – Taxiway G Medium Intensity Taxiway Lighting (MITL) System \$ 390,375⁰⁰
 NMGR @ 8.4375% \$ 32,937⁸⁹
Total Base Bid Lot 2, including NMGR \$ 423,312⁸⁹

SUMMARY OF BASE BID ITEMS (INCLUDING NMGR)

Total Bid Items for Base Bid Lot 1, including NMGR \$ 2,171,772⁰⁰
Total Bid Items for Base Bid Lot 2, including NMGR \$ 423,312⁸⁹
TOTAL BASE BID LOTS 1 AND 2 – TAXIWAY G CONSTRUCTION \$ 2,595,085⁸⁹

Bidder shall include one (1) original and one (1) copy of Bid.

Bidder has bid on all items.

2. In submitting this bid, the Bidder understands that the right is reserved by the City of Santa Fe to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that the City of Santa Fe intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form and furnish the required forms and bond(s) within ten (10) days after the agreement is presented to him/her for signature.

3. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged
1	7/16/20	Tom McInerney	7/17/20

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the Bidder and rejection of his/her bid submittal. Any and all such addenda, if issued, will be published via electronic/digital format on the website of the City of Santa Fe, not later than three (3) days prior to the date fixed for the opening of bids at the following web address: http://www.santafenm.gov/bids_rfps. It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting his/her bid.

4. The Bidder agrees to commence work under this Contract within ten (10) days after, a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and fully complete the project within one hundred twenty (120) calendar days. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

5. Security in the sum of five (5) percent of the amount bid in form of (check one):
 Bid Bond Certified Check
 is attached hereto in accordance with the "Instructions for Bidders".

6. This Bid Submittal contains the following:
- Name of Bidder and NM Contractor License Number & Types.
 - Bid Form and Bid Submittal.
 - Bid Bond.
 - EEO Certifications for prime and subs.
 - Non-Segregated Facilities Certification.
 - Non-Collusion Affidavit for prime and subs.
 - Non-Disclosure and Conflict of Interest Statement
 - List of Subcontractors.
 - DBE Forms and Letters of Intent.
 - Buy American Preference.
 - Campaign Contribution Disclosure Form.

8. The Bidder shall complete the following statement by checking the appropriate boxes.

The Bidder has has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirement; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

9. As provided in the Special Provisions, Bidder further agrees to pay as liquidated damages the amount of \$1,000.00 for each consecutive calendar day beyond the agreed time that Substantial Completion is not achieved and \$1,000.00 for each consecutive calendar day beyond the agreed time that all punch list items are not completed or corrected.

10. Bidder shall submit original Bid, bound within the project manual provided to Bidders. However, a photocopy of the Bid Submittal, from Bid Proposal to the Bid Bond (i.e. the pink pages), shall be submitted in the same envelope, with pages stapled.

Respectfully submitted:

Name of Bidder: TLC PLUMBING & UTILITY

By: X Eddie C. Padilla
(Signature)

Title: EDDIE PADILLA-CHIEF DEU. OFFICER

Date: JULY 23, 2020

Official Address: 5000 EDITH BLVD. N.E
ALBUQUERQUE, NM 87107

Telephone No.: (505) 761-9696

New Mexico Contractor's License Number and Types: 51429 GA-98, GF-98, GE-98, GF-98, FE-98, MA-98

United States Treasury Number: BS-0410487

New Mexico State Residence Preference Certificate Number, if any: N/A

City of Santa Fe Business Registration No.: 37270

NM Taxation and Revenue Number (if applicable): 02-226090-000

Labor and Industrial Division Enforcement Fund
Contractor Registration No.: 0191742011629

[Note: Subcontractor Labor and Industrial Division Enforcement Fund Registration Number, on work over \$50,000 must be listed on Subcontractor Listing.]

A.8 Bid Bond

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE TLC Company, Inc.
 hereinafter called the PRINCIPAL, as Principal, and the
Great American Insurance Company, of Cincinnati a
 Corporation duly organized under the laws of the State of Ohio,
 and authorized to do business in the State of New Mexico, hereinafter called the
 SURETY, as SURETY are held and firmly bound unto the City of Santa Fe, a Municipal
 Corporation, hereinafter called the OBLIGEE, in the sum of
Five (5%) of Amount Bid
 Dollars (\$ ----5%-----) for the payment of which sum well and truly to be made, the said
 Principal and the said Surety, bind ourselves, our heirs, executors, administrators,
 successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated
July 23, 2020, (Bid No. 21/02/B) for the construction of the Santa Fe Regional
 Airport Taxiway G Construction, City of Santa Fe.

B. NOW, T-HEREFORE, if the Obligee shall accept the bid of the Principal and the
 Principal shall enter into a Contract with the Obligee in accordance with the terms of such
 bid, and give such bond or bonds as may be specified in the bidding or Contract
 Documents with good and sufficient surety for the faithful performance of such Contract
 and for the prompt payment of labor and material furnished in the prosecution thereof or
 in the event of the failure of the Principal to enter such contract and give such bond or
 bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
 hereof between the amount specified in said bid and such larger amount for which the
 Obligee may in good faith contract with another party to perform the work covered by said
 bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

C. SIGNED AND SEALED T-IS 21st DAY OF July, 2020.

TLC Company, Inc.

BIDDER

By: Eddie C Padella

PRINCIPAL

(SEAL)

Tammy Maxwell
 WITNESS

Great American Insurance Company

By: David C. Mitchie

SURETY

Ernie D. Martin
 WITNESS

Title: David C. Mitchie Attorney-In-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than Four

No. 0 21284

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
THOMAS M. PADILLA	ALL OF	ALL
MICHAEL T. BYRD	ALBUQUERQUE, NEW MEXICO	\$100,000,000
DAVID C. MITCHIE		
SUSAN D. MARTIN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of MARCH 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



Handwritten signature of Michael T. Byrd

Assistant Secretary

Handwritten signature of Mark Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 22ND day of MARCH, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-10-2020

Handwritten signature of Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

21st

day of

July

2020



Handwritten signature of Stephen C. Beraha

Assistant Secretary

A.9 Campaign Contribution Disclosure Form

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 proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable 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.

X *Eddie C. Padilla*

JULY 23, 2020

Signature

Date

EDDIE PADILLA - CHIEF DEV. OFFICER

Title (position)

A.10 Certification of Bidder Regarding Buy American Requirements

CERTIFICATION OF BIDDER REGARDING BUY AMERICAN REQUIREMENTS

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To furnish US domestic product for any waiver request that the FAA rejects.
 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

JULY 23, 2020
Date

X Eddie C. Padilla
Signature

TLC PLUMBING & UTILITY
Company Name

EDDIE PADILLA
CHIEF GEN. OFFICER
Title

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product
- 3. To furnish US domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

JULY 23, 2020 X Eddie C. Podilla
Date Signature
TLC PUMPING & UTILITY EDDIE PODILLA
Company Name Title
CHIEF DEV. OFFICER

A.11 Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

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: TLC PLUMBING & UTILITY

Address: 5000 EDITH BLVD. NE
ALBUQUERQUE NM 87107

- 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.

EDDIE PADILLA CHIEF GEN. OFFICER
NAME AND TITLE OF SIGNER (PLEASE TYPE)

X Eddie C Padilla
SIGNATURE

JULY 23, 2020
DATE

A.12 Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

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 SUBCONTRACTOR

Subcontractors Name: Bixby Electric, Inc.

Address: 521 Wheeler Ave SE
Albuquerque, NM 87102

-
1. Subcontractor 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.

Stacey Gunthorpe, CPCM Contracts Manager/Corp. Sec.

NAME AND TITLE OF SIGNER (PLEASE TYPE)


SIGNATURE

7.22.20
DATE

A.12 Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

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 SUBCONTRACTOR

Subcontractors Name: BSNBanta Fe

Address: 28 Banta Ct. Suite B-10
Janta Fe N.M. 87508

- 1. Subcontractor 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.

Dee Dee Vigil - Vice President
NAME AND TITLE OF SIGNER (PLEASE TYPE)

Dee Dee Vigil
SIGNATURE

7/22/2020
DATE

A.12 Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

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 SUBCONTRACTOR

Subcontractors Name: Caldon Sealing & Reclamation, LLC

Address: Route 1, Box 84
San Acacio, CO 81151

- 1. Subcontractor 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.

Len Horan - Estimator
NAME AND TITLE OF SIGNER (PLEASE TYPE)


SIGNATURE

7/21/20
DATE

A.12 Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

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 SUBCONTRACTOR

Subcontractors Name: Advantage Barricade & Roadmarks LLC

Address: 2231 Phoenix Ave NE

Albuquerque, New Mexico 87107

1. Subcontractor 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.

Jim D. Key - Member

NAME AND TITLE OF SIGNER (PLEASE TYPE)


SIGNATURE

July 22nd, 2020
DATE

A.12 Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

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 SUBCONTRACTOR


Subcontractors Name: San Bar Construction Corp.

Address: 9101 Broadway Blvd Se Albuquerque, New Mexico 87105

1. Subcontractor 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.

Eileen Torres (Human Resources Director)
NAME AND TITLE OF SIGNER (PLEASE TYPE)


SIGNATURE

7/21/2020
DATE

A.12 Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

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 SUBCONTRACTOR

Subcontractors Name: Guzman Construction Solutions LLC

Address: 5700 University Blvd SE, Suite 310

Albuquerque, NM 87106

- 1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes X No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes X No

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

Rudy Guzman, Managing Member
NAME AND TITLE OF SIGNER (PLEASE TYPE)


SIGNATURE

July 23, 2020
DATE

A.13 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 federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

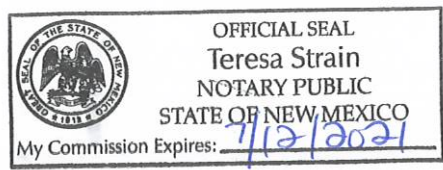
As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he 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 she or he will retain such certifications in his files.

SIGNED: Eddie C Padilla
TITLE: CHIEF DEV. OFFICER

SUBSCRIBED AND SWORN to before me this 3rd day of JULY, 2020.

Teresa Strain
NOTARY PUBLIC

My Commission Expires:
July 12, 2021



A.14 Non-Collusion Affidavit of Prime Bidder

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

EDDIE RADILLA being first duly sworn, deposes and says that:

(1) He/she is the CHIEF GEN. OFFICER of TEPUMA BNS UTILITY the Bidder that has submitted the attached Bid Submittal;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid Submittal 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) X Eddie C Radilla
TITLE EDDIE RADILLA
CHIEF GEN. OFFICER

SUBSCRIBED AND SWORN to before me this 30th day of JULY, 2020.

Teresa Strain
NOTARY PUBLIC

My Commission Expires:
July 12, 2021

