

MIDDLE RIO GRANDE CONSERVANCY DISTRICT



REQUEST FOR BID FOR OTERO LATERAL CULVERT CROSSING

**DEADLINE FOR RESPONSE
FEBRUARY 7, 2023
10:00 A.M.**

NOTICE

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

I INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR BID (RFB)

The Middle Rio Grande Conservancy District is seeking Sealed Bids to complete construction of Culvert crossing at the Otero Lateral and Puesta Del Sol Road in Valencia County.

B. SUMMARY SCOPE OF WORK

The scope of this project is to install a 6' diameter culvert crossing and concrete channel lining within the MRGCD facility Otero Lateral as well as relocating an irrigation turnout to private property. The culvert crossing is used to facilitate private roadway traffic along Puesta Del Sol Rd. in Valencia County. Work to be done mainly consists of earthwork, setting pipe and concrete slope paving of an irrigation facility. The in-channel work will need to be completed prior to the start of irrigation season; March 1, 2023.

C. BID GUIDELINES

The RFB represents the conditions for an open and competitive process as required by the State of New Mexico and the MRGCD. Bids will be accepted until **10:00 a.m. MST February 7th, 2023.**

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

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

D. PROCUREMENT MANAGER

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

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

Technical Questions on bid please contact;
Alicia Lopez – alicia@mrgcd.us

II CONDITIONS

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

A. EXPLANATION OF EVENTS

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

1. Issue of RFB

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

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

Bidders should deliver, via facsimile, e-mail, or US mail, the “Acknowledgement of Receipt Form”. The form should be signed by an authorized representative, dated and returned by close of business February 2nd, 2023 Mountain Time.

3. Submission of Bids

ALL BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 10:00 A.M. MOUNTAIN (STANDARD/ DAYLIGHT) TIME ON FEBRUARY 7, 2023. Bids received after this deadline will not be accepted. The date and time will be recorded on each Bid. Bids must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Bids must be sealed and labeled on the outside of the package to clearly indicate in response to the “Culvert Crossing” Request for Bid. Bids submitted by facsimile or Email will **NOT** be accepted.

4. Evaluation of Bids;

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

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

Evaluation criteria as follows:

- | | | |
|----|--|-----|
| 1. | Bid Amount | 40% |
| 2. | Compliance to Bid Specs, and RFB Mandatory Requirement | 50% |
| 3. | Mandatory Forms (Appendix 1, 2 & 3 if Applicable) | 10% |

Selection of offeror

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

5. Award

The winning bidder will be notified the week of February 7th and Contract will be finalized after Board Approval on February 13, 2023. In the event that mutually agreeable terms cannot be reached, the MRGCD reserves the right to finalize a contract with the next most advantageous bid without undertaking a new procurement process.

6. Protest Deadline

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

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

Protests received after the deadline will not be accepted.

B. GENERAL REQUIREMENTS

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

1. Offerors shall carefully read the information contained in this RFB and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.
2. Acceptance of Conditions Governing the Procurement:

Offeror must indicate their acceptance of the Conditions Governing this procurement and all amendments to this RFB (if any) in their letter of transmittal of the proposal. Submission of a proposal constitutes acceptance of the Evaluation Factors found directly after each proposal's Detailed Scope of Services.

3. Incurring Cost:

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFB shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system if applicable shall be borne solely by the Offeror.

4. Prime Contractor Responsibility:

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

5. Subcontractors:

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

6. 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. District personnel will not merge, collate, or assemble proposal materials.

7. Offerors' Rights to Withdraw Proposal:

Offeror 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 Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Procurement Manager.

8. Proposal Offer Firm:

Responses to this RFB, 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.

9. 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 labeled as proprietary or confidential. The Procurement Manager 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 separable 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, the District 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.

10. No Obligation:

This procurement in no manner obligates the District to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

11. Termination:

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

12. Sufficient Appropriation:

Any contract awarded as a result of this RFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the

contractor. The District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Legal Review:

The District 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 the Procurement Manager.

14. Governing Law:

This procurement and any agreement that may result of this RFP process shall be governed by the laws of the State of New Mexico.

15. Basis for Proposal:

Only information supplied by the Procurement Manager or her designee should be used as the basis for the preparation of Offeror proposals.

16. Contract Terms and Conditions:

The contract between District and a Contractor will follow the format specified by District and the terms and conditions set forth in the New Mexico State Procurement Code, (Section 13-1-28 through Section 13-1-199 NMSA 1978). However, District reserves the right to negotiate with a successful Offeror for provisions in addition to those contained in this RFB. The contents of this RFB, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract. Should an Offeror object to any of the District's terms and conditions as contained in this Section, that Offeror must provide in written detail his/her objection and proposed alternate language. District may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to District and will result in

disqualification of the Offeror's proposal. Offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

All contracts for professional services may be subject to the review and approval of the MRGCD Board of Directors.

17. Offeror's Terms and Conditions:

In the event an Offeror has any additional terms or conditions, which they expect to be included in a contract, these terms and conditions must be submitted with their proposal.

18. Contract Deviations:

Any terms and conditions, which may be the subject of negotiation, will be discussed only between District and the selected Offeror.

19. Offeror Qualifications:

District may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFB. District 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 RFB.

20. Right to Waive Minor Irregularities:

District reserves the right to waive minor irregularities. District 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 District.

21. Contractor Representative:

a. Change in Representatives and key staff:

District reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the District, meeting its needs adequately.

b. Change in Subcontractor (if applicable):

District reserves the right to disqualify a subcontractor at the District's sole discretion.

22. Conflict of Interest; Governmental Conduct Act

The Consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Consultant certifies requirements of the Governmental Conduct Act, Section 10-16-1

through 10-16-18, NMSA 1978, regarding contracting are in compliance. A formal affidavit must be submitted in the proposal.

23. 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 kickbacks.

24. Agency Rights:

District reserves the right to accept or reject all or a portion of an Offeror's proposal.

25. Right to Publish:

Throughout the duration of this procurement process and contract term, contractor must secure from District 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.

26. Ownership of Proposals:

All documents developed and submitted in response to this RFB shall become the property of the District.

27. 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.

28. Use of Electronic Versions of this RFB:

This RFB is available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between

a version of the RFB in the Offeror's possession and the version maintained by District, the version maintained by District shall govern.

29. Per Diem and Mileage:

All Travel and Per Diem shall be in conformance with the New Mexico Department of Finance and Administration regulations governing the Per Diem and Mileage Act.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES & COPIES

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

B. BID FORMAT

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

1. Bid Organization

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

- a. Letter of Transmittal
- b. Bid Summary
- c. Response to Mandatory Requirements and Specifications
- d. Response to Business Specifications
- e. Completed Cost Response Form
- f. Other Supporting Material Including
- g. Response to Exhibits

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

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

2. Letter of Transmittal—Each Bid must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Be signed by the person authorized to contractually obligate the organization;
- f. Acknowledge receipt of any and all amendments to this RFB.

IV. MANDATORY BUSINESS SPECIFICATIONS

1. Financial Stability

Bidders may be required to submit copies of the most recent years independently audited financial statements, as well as those for the preceding three years if they exist.

2. References

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

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

A. STANDARD CONTRACTOR COMPLIANCE

Contractors must have GF3, GF4 or GB98 & New Mexico Contractors license in good standing. Also be Bonded and Insured.

It will be the awarded Contractors responsibility to stay current on any and all laws, statutes, or regulatory changes, and to inform the MRGCD of any and all changes.

Subcontractor's Fair Practices Act – Contractor will be required to adhere to the New Mexico Subcontractor's Fair Practices Act, Section 13-4-31 NMSA.

Affirmative Action/Equal Employment Opportunity and Nondiscrimination. The Contractor hereby agrees to comply with the Affirmative Action/Equal Opportunity and Nondiscrimination requirements.

A **statement of concurrence** is required for the above Standards of Compliance.

B. New Mexico Department of Workforce Solutions Registration

Any Contractor bidding on a public works project shall be registered with the New Mexico Department of Workforce Solutions and shall provide proof of current registration.

Following is the pertinent information from the NM statutes:

A. Except as otherwise provided in this subsection, in order to submit a bid valued at more than Sixty Thousand Dollars (\$60,000.00), in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than Sixty Thousand Dollars (\$60,000.00) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the Contractor, serving as a Prime Contractor or not, shall be registered with the Labor and Industrial Division

of the Labor Department. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each Contractor, Prime Contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.

B. The State or any political subdivision of the State shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a Prime Contractor that does not provide proof of required registration for itself.

C. Contractors and subcontractors may register with the Division on a form provided by the Division and in accordance with Labor Department rules. The Division shall charge a registration fee of Four Hundred Dollars (\$400.00) good for two years. The Division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.

D. Registration fees collected by the Division shall be deposited in the Labor Enforcement Fund.

V. SCOPE OF WORK

The Contractor shall provide the following services for the Middle Rio Grande Conservancy District (MRGCD) and must be a licensed contractor. This contract shall be valid until 03/01/2023.

Contracting services shall conform to MRGCD standards and drawings.

Work to be done consists of installing a culvert crossing within the MRGCD facility (Otero Lateral) along with a relocation of a turnout to private property and all related work, both prior and subsequent to the culvert installation, necessary for the completion of this project.

Contractor shall use MRGCD Culvert Crossing provided drawings ENGR23-018 to quote materials and labor.

The work to be done will include but will not be limited to the installation of a culvert pipe, installation of a turnout to connect to a private ditch, notifying and gaining permission from affected landowners, concrete slope paving to MRGCD standards, rip rap channeling lining, production of an approved traffic control plan for Puesta del Sol and Tammie Lee Lane prior to commencing work, consideration of traffic flow during construction, transition of the channel section back to native alignment, hauling and disposal of debris and materials, protection of the construction site from water or other debris, and if requested or where necessary, contractor shall repair to original condition any damaged public or private property.

The Contractor shall be aware of the MRGCD irrigation season start date, March 1, 2023. Prior to this date the Otero Lateral will be void of irrigation flows and will be available for construction. After March 1, 2023 the MRGCD cannot guarantee that the facility will be void of irrigation water and it is the responsibility of the Contractor to finalize in channel work prior to this date or ensure that their work allows for water conveyance (e.g. bypass pumping).

Work shall be done on an as needed basis for specific tasks that will be set forth in the MRGCD Task Order.

The work is to be performed by a professional contractor, licensed, insured, and bonded to do business in New Mexico specifically in Valencia County.

Contractor shall be aware of and shall comply with any City or County Ordinances governing construction work and traffic control regulation during work.

Contractor shall furnish all labor, materials, and equipment necessary to perform the work described, and provide all necessary transportation, supervision, labor, licenses, tools, equipment, services and expertise that apply to trimming and removal of evergreen and deciduous species as directed.

Unless specifically directed all work shall address structural issues above aesthetics, within long-term health of the culvert as the primary objective.

Contractor shall ensure that no structural failures occur within one year of this work. In the case of partial or complete failure within one year of the work, the contractor shall be required to repair or replace the culvert as MRGCD deems necessary.

The contractor shall restore the site to MRGCD satisfaction after the project's completion. The ditch banks shall be restored to 95% compaction. The contractor may be required to submit a compaction test to demonstrate the proper restoration of the facility.

The Contractor shall take all necessary precautions to eliminate damage to adjacent real or personal property.

All work zones will be properly established, identified and maintained during any active contracted work operation.

The Contractor shall be required to contact the appropriate State or County agency's when engaged in removal work on their right-of- ways.

The District anticipates majority of the work performed under this contract will be of a non-emergency or scheduled nature, however the Offeror's price sheet shall reflect costs for both emergency and scheduled work. Emergency work shall require immediate response, with mobilization and commencement of work within twenty-four (24) hours' notice. All emergency work shall be designated as such by the Project Manager

Inspection of Work

All work must be completed to the satisfaction of the MRGCD Project Manager, or his/her representative and any questions as to proper procedures or quality of workmanship will be resolved by same. All work must be in compliance with American National Standards Institute ANSI A300 standards.

Damage to Property

Any damage to property as a result of the Contractor's operation shall be the sole responsibility of the Contractor. Should the damage not be rectified within the time agreed upon or to the satisfaction, the MRGCD shall reserve the right to repair or replace that was area damaged, and assess the Contractor, such cost as may be reasonable and related to damage caused by the contractor and deduct these costs from any payment due the Contractor. The Contractor shall inform, in writing the MRGCD of any damages caused by the contractor's operations within twenty-four hours after such damage occurs.

Discontinuance of Work

The MRGCD shall have the authority to suspend the work, wholly or in part by written order as the MRGCD may deem necessary due to unsuitable weather, special events, unforeseen circumstances, or due to failure on the part of the contractor to comply with any provisions of the contract documents. Any practice obviously hazardous, as determined by MRGCD, shall be immediately discontinued by the contractor upon receipt of written or oral notice to discontinue such practice.

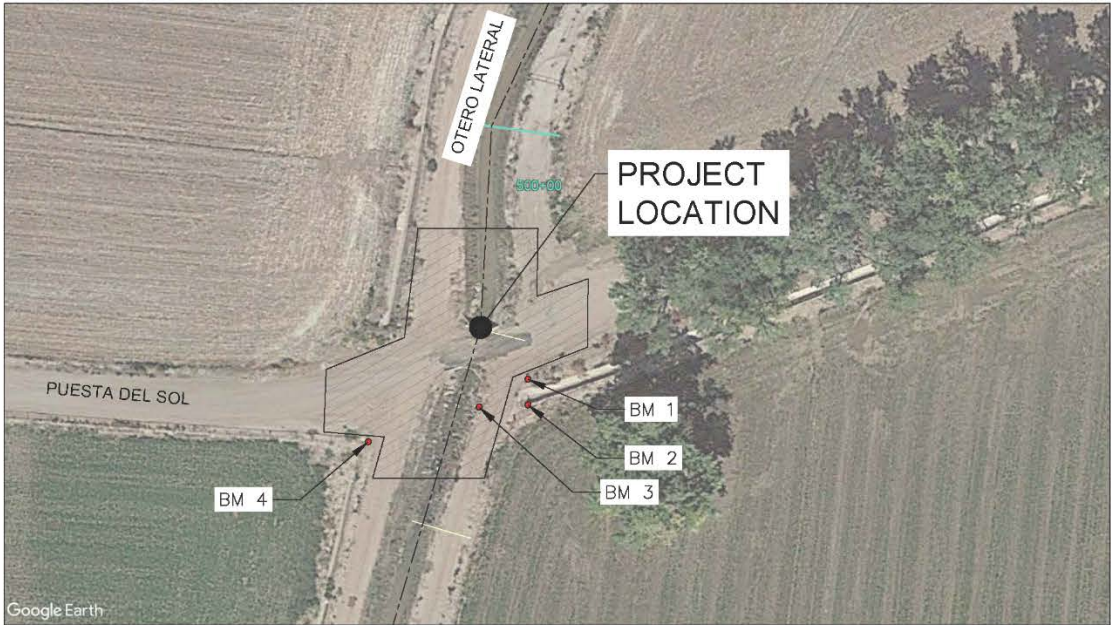
A statement of concurrence is required for the above Standards of Compliance

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

CULVERT CROSSING

OTERO LATERAL - STA. 501+00±

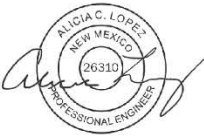
ENGR23-018



VICINITY MAP

SHEET	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	CONSTRUCTION LIMITS
3-A	DEMOLITION PLAN
4	SITE PLAN
5	SECTION VIEWS
6	CHANNEL DETAILS

APPROVED BY: *Alicia Lopez* 1/24/23
Alicia Lopez, PE
Engineering & Mapping Manager
MRGCD



DRAWN BY:

MC

CHECKED BY:

ACL

△ REV #

DATE

DESCRIPTION

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

CULVERT CROSSING
COVER - SHEET 1/6
OTERO LATERAL - STA. 501+00±

MIDDLE
RIO GRANDE
CONSERVANCY
DISTRICT

GENERAL NOTES:

- ALL WORK DETAILED ON THESE PLANS TO BE PERFORMED UNDER CONTRACT SHALL, EXCEPT AS OTHERWISE STATED OR PROVIDED FOR HEREON, BE CONSTRUCTED IN ACCORDANCE WITH THE NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2019 EDITION.
- ALL COORDINATES SHOWN ON THE PLANS, HEREIN (N.E) REFER TO GRID COORDINATES AND ARE RELATIVE TO LOCAL BENCHMARKS SET BY THE MRGCD.
- LIMITS OF WORK ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL CONFINE OPERATIONS WITHIN THE PROJECT LIMITS UNLESS OTHERWISE NOTED OR PERMITTED. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY AGREEMENTS NECESSARY OR DAMAGE BY HIS OPERATION TO PUBLIC OR PRIVATE PROPERTY INCLUDING UTILITIES.
- FILL MATERIALS FROM EXCAVATION OR BORROW WHICH REQUIRE MORE THAN ONE HANDLING PRIOR TO FINAL PLACEMENT, INCLUDING STOCKPILING AND BLENDING TO MEET GRADATION REQUIREMENTS OR STOCKPILING FOR LATER DISPOSAL, WILL BE CONSIDERED INCIDENTAL TO THE CONTRACT UNIT PRICE FOR UNCLASSIFIED EXCAVATION. NO SEPARATE PAYMENT SHALL BE MADE FOR BLENDING OR MULTIPLE HANDLING AND FINAL PAYMENT SHALL BE MADE ON THE BASIS OF QUANTITIES REMOVED FROM ORIGINAL LOCATION.
- WATERING, AS REQUIRED FOR CONSTRUCTION AND DUST CONTROL, SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO MEASUREMENT OR PAYMENT SHALL BE MADE. CONSTRUCTION AREAS SHALL BE WATERED FOR DUST POLLUTION ABATEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND SUPPLYING WATER AS REQUIRED. THE COST FOR REQUIRED CONSTRUCTION OF AIR QUALITY MITIGATION SHALL BE INCIDENTAL TO THE PROJECT COST.
- THE CONTRACTOR SHALL NOT DISTURB ANY PERMANENT SURVEY MONUMENTS WITHOUT THE CONSENT OF THE CITY SURVEYOR AND THE ENGINEER. THE CONTRACTOR SHALL BEAR THE EXPENSE OF REPLACING ANY THAT MAY BE DISTURBED WITHOUT PERMISSION. REPLACEMENT SHALL BE DONE ONLY BY THE CITY SURVEYOR. WHEN A CHANGE IS MADE IN THE FINISHED ELEVATION OF ANY ROADWAY IN WHICH A PERMANENT SURVEY MONUMENT IS LOCATED, CONTRACTOR SHALL, AT HIS OWN EXPENSE, ADJUST THE MONUMENT COVER TO THE NEW GRADE UNLESS OTHERWISE SPECIFIED.
- MINOR CHANGES IN ELEVATIONS AND SLOPES FOR EXCAVATION AND FILL MAY BE MADE TO SUIT FIELD CONDITIONS, AS APPROVED BY THE ENGINEER.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL OBSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
- TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION, CONTRACTOR MUST CONTACT N.M. ONE--CALL SYSTEM, (505) 260-1990, FOR LOCATION OF EXISTING UTILITIES.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT BUILDING STRUCTURES ADJACENT TO THE PROJECT NOT BE DAMAGED DUE TO ANY CONSTRUCTION ACTIVITIES. DAMAGE CAUSED TO ANY BUILDING STRUCTURE WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING ALL COSTS INCURRED IN RESTORING/REPAIRING SAID DAMAGE PER NMDOT SPEC. SECTION 617.
- THE CONTRACTOR SHALL MAINTAIN AN UP TO DATE SET OF AS-BUILT PLANS FOR THE PROJECT. THESE PLANS SHALL BE KEPT CURRENT AT ALL TIMES AND SHALL BE SUBJECT TO REVIEW BY THE PROJECT MANAGER. THE FINAL AS-BUILT PLANS SHALL BE SUBMITTED TO THE PROJECT MANAGER.
- STRUCTURES SHALL BE CLEAN AT THE TIME OF FINAL PROJECT ACCEPTANCE. THIS WORK WILL BE CONSIDERED AS INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE THEREFORE.
- THE CONTRACTOR SHALL INCLUDE IN THE CONSTRUCTION SEQUENCE PROVISIONS WHICH WILL ALLOW FOR THE SAFE PASSAGE OF WATER FROM ARROYOS, DITCHES, AND DRAINS THROUGH THE PROJECT SITE WITHOUT DAMAGE TO FACILITIES BEING CONSTRUCTED, COMPLETED FACILITIES, OR ADJACENT PRIVATE PROPERTY.

- ALL STORM WATER DISCHARGES FROM THE PROJECT SITE SHALL MEET THE REQUIREMENTS OF THE REGULATIONS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) AS WELL AS APPLICABLE STATE AND LOCAL REGULATIONS.
- SEVEN (7) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE PROJECT MANAGER A DETAILED CONSTRUCTION SCHEDULE.
- CONTRACTOR SHALL MAINTAIN A GRAFFITI-FREE WORK SITE. CONTRACTOR SHALL PROMPTLY REMOVE ANY GRAFFITI FROM ALL EQUIPMENT, WHETHER PERMANENT OR TEMPORARY. THIS WORK IS INCIDENTAL TO TRAFFIC CONTROL BID ITEM.
- ALL EXCAVATION, TRENCHING AND SHORING ACTIVITIES MUST BE CARRIED OUT IN ACCORDANCE WITH OSHA 29CFR 1926.650 SUBPART P.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS, INCLUDING, NOT LIMITED TO HAZARDOUS WASTE AT DISPOSAL SITES APPROVED BY GOVERNMENTAL AGENCIES REGULATING THE DISPOSAL OF SUCH MATERIALS.
- IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT AND MAINTAIN, IN SERVICE, ALL EXISTING UTILITIES. THE CONTRACTOR SHALL ADEQUATELY SUPPORT AND PROTECT EXISTING UTILITIES AFFECTED BY THE CONTRACTOR'S TRENCHING ACTIVITY. IN THE EVENT THAT EXISTING UTILITIES ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS, THE CONTRACTOR SHALL ARRANGE FOR AN COORDINATE WITH THE PROJECT MANAGER, PROMPT REPAIR BY THE RESPECTIVE UTILITY AND SHALL BEAR THE COST OF THE REPAIRS.
- THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL PUBLIC WORKS AUTHORITY AS NECESSARY SEVEN (7) DAYS IN ADVANCE OF PERFORMING WORK THAT WILL AFFECT THE PUBLIC WATER OR SANITARY SEWER INFRASTRUCTURE.
- THE CONTRACTOR SHALL ENSURE THAT THE ACTIVE CONSTRUCTION SITE IS CLOSED TO THE PUBLIC, BOTH VEHICULAR AND PEDESTRIAN. BARRICADES, TRAFFIC CONTROL AND CONSTRUCTION SIGNS SHALL BE ERECTED AND MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL CONSTRUCTION SIGNING UNTIL PROJECT IS COMPLETE AND HAS BEEN ACCEPTED BY THE MRGCD.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VEHICLE TRACKING, SEDIMENT, AND DUST CONTROL. MEASURES SUCH AS SILT FENCING, MATS, AND ROCK PADS SHOULD BE IMPLEMENTED. SPECIFIC DETAILS AND LIMITATIONS SHALL BE DISCUSSED AT THE PROJECT KICKOFF MEETING
- THE CONTRACTOR SHALL PROVIDE AND INSTALL WATERSTOPS AT ALL CONSTRUCTION JOINTS AND ADJACENT FACES OF SEPARATE MONOLITHIC CONCRETE STRUCTURES.
- THE CONTRACTOR SHALL ENSURE THAT ALL INLETS, OUTLETS, AND JOINTS ALONG CULVERTS ARE WATERTIGHT PER SPECIFICATION 570.
- CURRENT WATER SURFACE ELEVATIONS AND WATER TABLE LEVELS WILL BE AGREED UPON AND DISCUSSED DURING THE PROJECT KICKOFF MEETING. ONCE THESE INITIAL ELEVATIONS ARE DECIDED, DEWATERING DEPTHS AND COSTS WILL BE BASED OFF OF THOSE REFERENCE ELEVATIONS.

MRGCD GENERAL NOTES

- NO WORK IS TO BE DONE ON FACILITIES OR STRUCTURES BELONGING TO, OR OPERATED BY, THE M.R.G.C.D. BETWEEN MARCH 1 AND OCTOBER 31 INCLUSIVE. HOWEVER, WORK MAY BE PERMITTED BY THE M.R.G.C.D. IF IT CAN BE SHOWN THAT THE WORK WILL NOT INTERFERE WITH OPERATIONS OF THE M.R.G.C.D. FACILITY. ALL WORK TO BE DONE WITHIN THE M.R.G.C.D. FACILITIES MUST BE APPROVED BY THE M.R.G.C.D. ENGINEER PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL NOT STORE EQUIPMENT, NEW MATERIALS OR DEBRIS WITHIN DISTRICT RIGHT-OF-WAY WHICH MAY INTERFERE WITH OPERATIONS AND MAINTENANCE OF THE M.R.G.C.D. FACILITY.
- THE CONTRACTOR SHALL NOT SERVICE VEHICLES OR EQUIPMENT WITHIN M.R.G.C.D. RIGHT-OF-WAY.
- ANY AREAS WITHIN M.R.G.C.D RIGHT-OF-WAY DISTURBED BY THE CONTRACTOR SHALL BE TREATED AND STABILIZED USING M.R.G.C.D SEEDING SPECIFICATIONS. NO MEASUREMENT OR PAYMENT WILL BE MADE THEREFORE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMISSION FROM INDIVIDUAL LAND OWNERS TO ACCESS THE PROJECT SITE BY WAY OF PRIVATE CROSSINGS AND PROPERTY.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIR AND OR REPLACEMENT OF ANY STRUCTURES REMOVED AND OR DAMAGED DUE TO THE CONTRACTORS ACTIVITIES WITHIN THE DISTRICTS RIGHT-OF-WAY. ANY STRUCTURES SUCH AS TURNOUTS, CULVERT PIPES, EMBANKMENTS, DRIVEWAYS, FENCING, AND OTHERS WHICH ARE DAMAGED DURING CONSTRUCTION ACTIVITIES, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. REPAIRS AND OR REPLACEMENTS WITHIN THE DISTRICTS RIGHT-OF-WAY MUST COMPLY WITH NMDOT STANDARD SPECIFICATIONS.
- ALL SALVAGEABLE CULVERTS, IRRIGATION GATES, ETC. MUST BE RETURNED TO THE M.R.G.C.D.
- TEMPORARY INSTALLATIONS SHALL BE REMOVED BEFORE OR AT PROJECT COMPLETION SUCH THAT THE FINISHED WORK WILL NOT INTERFERE WITH OPERATIONS OF THE M.R.G.C.D FACILITIES.

PIPE INSTALLATION

- PIPE JOINTS SHOULD NOT BE PLACED DIRECTLY OVER UTILITIES OR UNDER WHEEL WELL LOCATIONS.
- ALL PIPES FOR THIS PROJECT SHALL BE HDPE (HIGH DENSITY POLYETHYLENE) AND SHALL CONFORM TO SECTION 570 OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION UNLESS OTHERWISE NOTED.

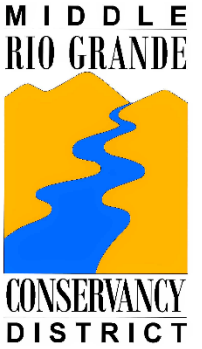


MIDDLE RIO GRANDE CONSERVANCY DISTRICT

CULVERT CROSSING

GENERAL NOTES - SHEET 2/6

OTERO LATERAL - STA. 501+00±

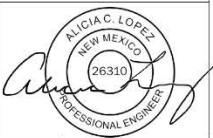




- NOTES:
1. APPROPRIATE SIGNAGE AND TEMPORARY BARRICADES SHALL BE ERECTED AT ALL ACCESS POINTS TO THE CONSTRUCTION ZONE TO PREVENT PUBLIC ACCESS INTO THE ACTIVE CONSTRUCTION ZONE. APPROVED TRAFFIC PLAN SHALL BE SUBMITTED TO MRCCD REVIEW.
 2. ANY TEMPORARY CROSSINGS TO BE CONSTRUCTED FOR CONSTRUCTION ACCESS AND MOBILITY SHALL HAVE A 95% MINIMUM COMPACTION.

LEGEND

	CONCRETE
	RIPRAP CHANNEL LINING
	FACILITY CENTERLINE
	BURIED PIPE
	CONSTRUCTION LIMITS
	MRCCD ROW



MIDDLE RIO GRANDE CONSERVANCY DISTRICT
CULVERT CROSSING
CONSTRUCTION LIMITS - SHEET 3/6
OTERO LATERAL - STA. 501+00±





NOTES:

1. LOCATION AND EXTENTS OF EXISTING INFRASTRUCTURE ARE APPROXIMATE.
2. IF LOCATION AND CONDITION OF EXISTING INFRASTRUCTURE VARY FROM WHAT IS SHOWN ON THE DEMOLITION PLAN, CONTACT THE PROJECT ENGINEER PRIOR TO PROCEEDING.
3. ALL SALVAGEABLE CULVERTS, IRRIGATION GATES, ETC. MUST BE RETURNED TO THE M.R.G.C.D.
4. CONTRACTOR SHALL NOTIFY THE LANDOWNER AND GET PERMISSIONS WHEN WORKING ON PRIVATE PROPERTY AND WHEN CONNECTING TO THE CONCRETE FARM DITCH.

LEGEND

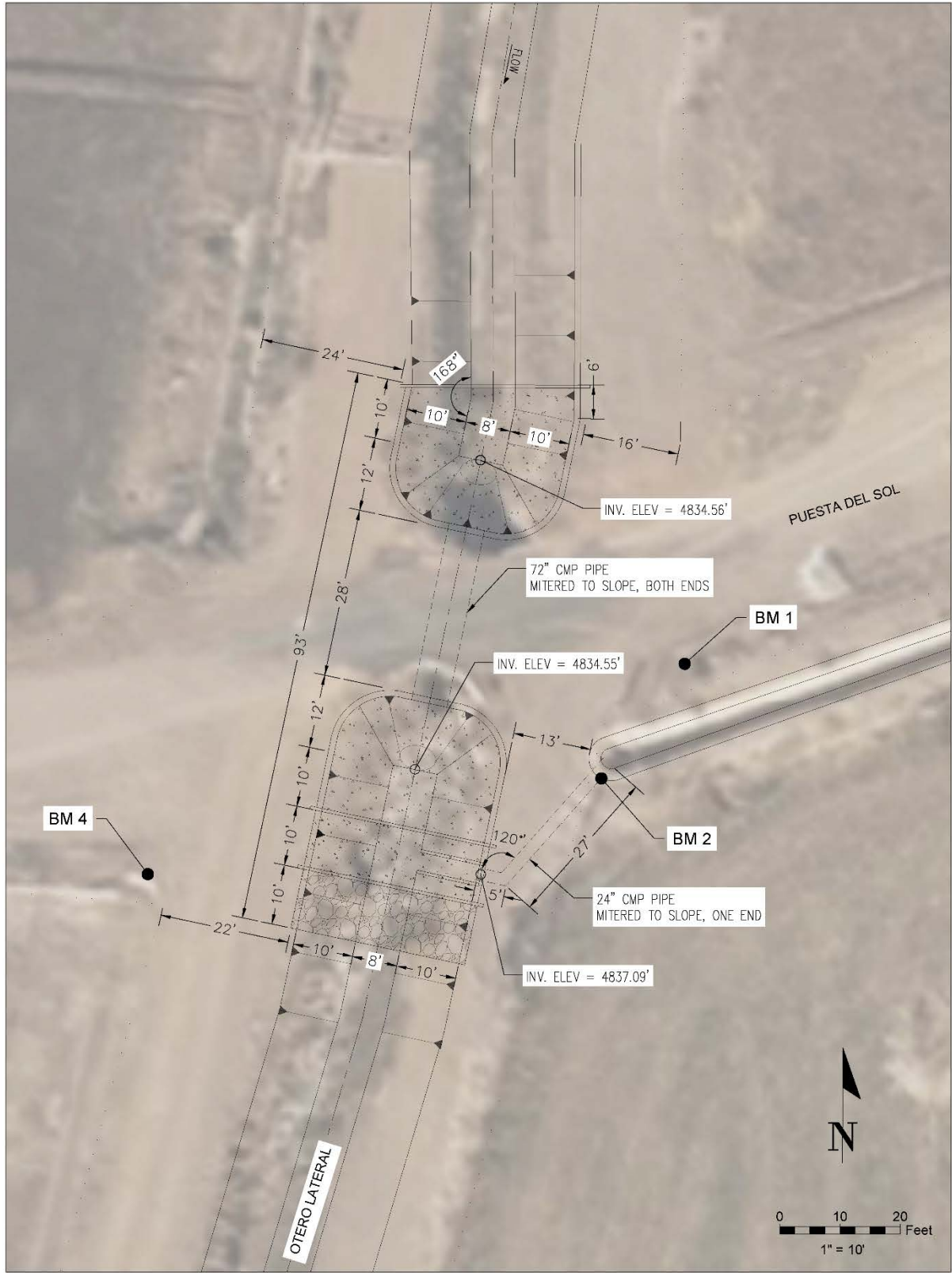
	CONCRETE
	STRUCTURES TO BE REMOVED
	PROPOSED FACILITY CENTERLINE
	BURIED PIPE
	MRCD ROW
	CONSTRUCTION LIMITS



MIDDLE RIO GRANDE CONSERVANCY DISTRICT

CULVERT CROSSING
DEMOLITION PLAN - SHEET 3-A/6
OTERO LATERAL - STA 501+00±





LEGEND



CONCRETE



RIPRAP CHANNEL LINING

..... MROOD ROW

----- FACILITY CENTERLINE

----- BURIED PIPE



BENCHMARK 1 (BM 1)

BM 1 IS ON REBAR STAKE ON THE EAST BANK, NEAR STA. 501+00±. BM1 IS MARKED WITH ORANGE PAINT AND LATH.

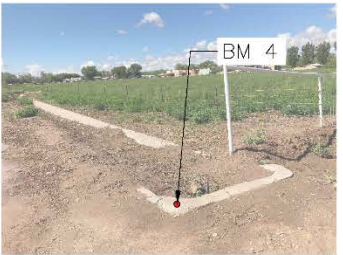
ELEVATION: 4841.03'
NORTHING: 1371628.6906'
EASTING: 1497516.0614'



BENCHMARK 2 (BM 2)

BM 2 IS LOCATED ON TOP OF CONCRETE CHANNEL ON THE EAST BANK, NEAR STA. 501+25±. BM 2 IS MARKED WITH WHITE PAINT.

ELEVATION: 4840.66'
NORTHING: 1371615.6475'
EASTING: 1497508.8010'



BENCHMARK 4 (BM 4)

BM 4 IS LOCATED ON TOP OF CONCRETE CHANNEL ON THE WEST BANK. BM 4 IS MARKED WITH WHITE PAINT.

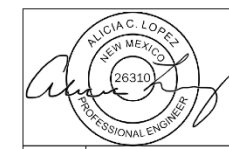
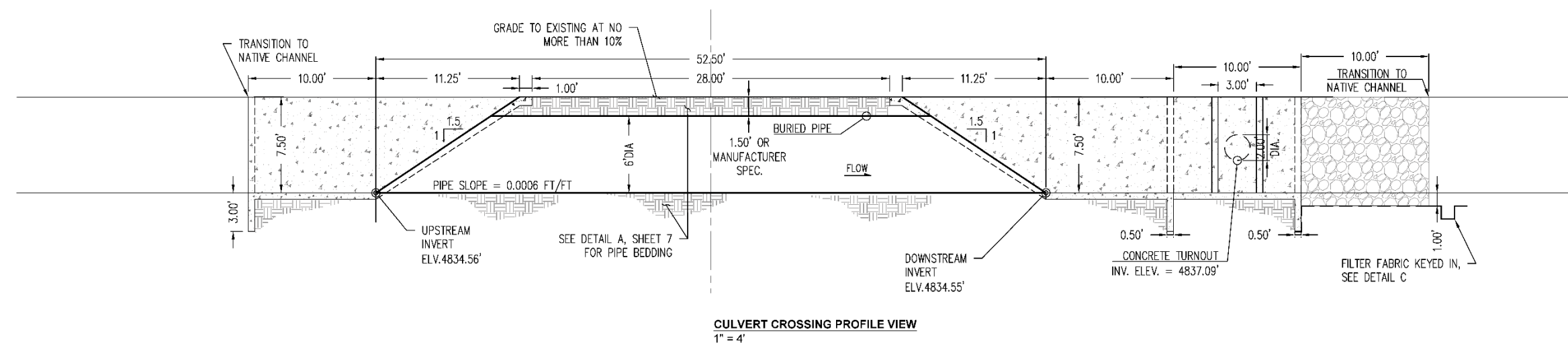
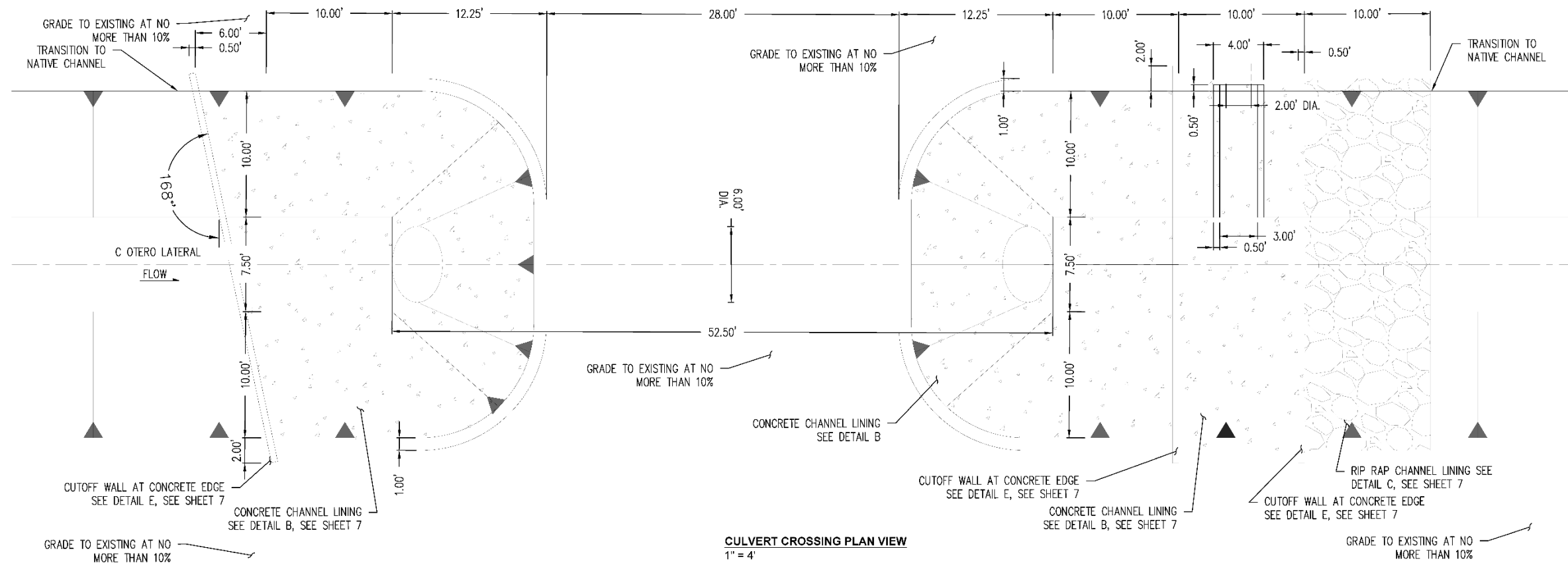
ELEVATION: 4840.24'
NORTHING: 1371598.2090'
EASTING: 1497433.8530'



MIDDLE RIO GRANDE CONSERVANCY DISTRICT

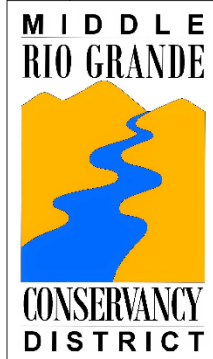
CULVERT CROSSING
SITE PLAN - SHEET 4/6
OTERO LATERAL - STA. 501+00±

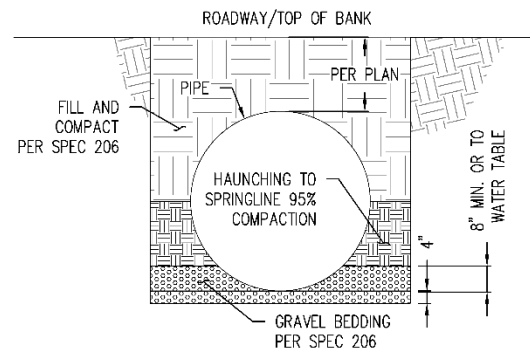




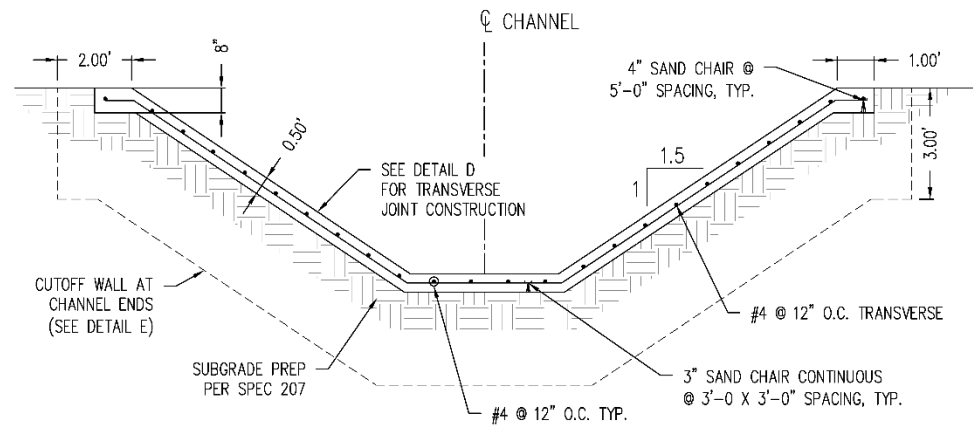
MIDDLE RIO GRANDE CONSERVANCY DISTRICT

CULVERT CROSSING
SECTION VIEWS - SHEET 5/6
OTERO LATERAL - STA. 501+00±

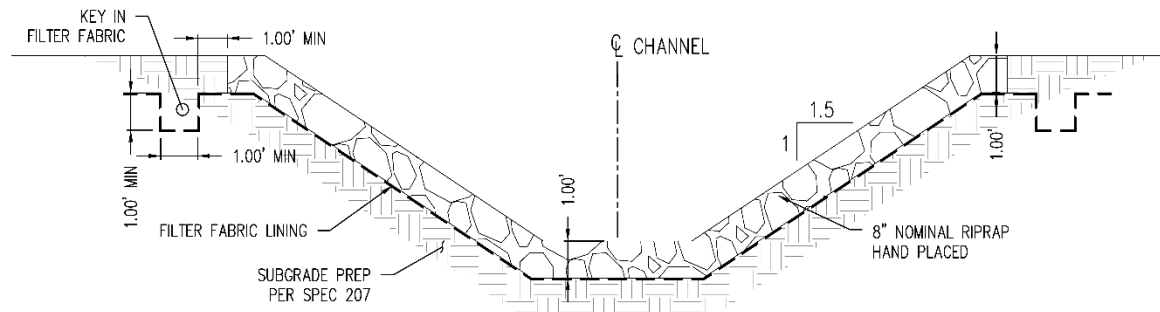




DETAIL A: PIPE BEDDING DETAIL
NTS

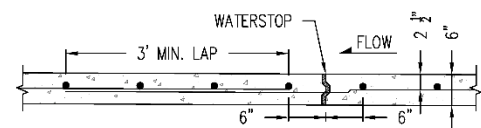


DETAIL B: CONCRETE CHANNEL LINING
1" = 2'

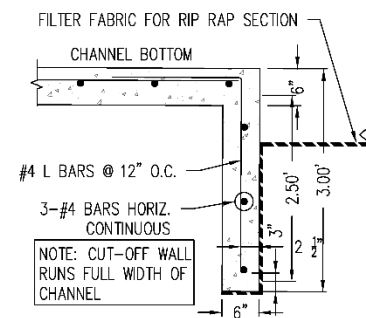


DETAIL C: RIPRAP CHANNEL LINING
1" = 2'

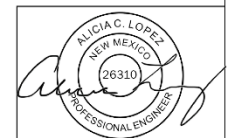
NOTE: CONSTRUCTION JOINTS SHALL BE NO MORE THAN 12' APART



DETAIL D: TYPICAL TRANSVERSE CONSTRUCTION JOINT
1" = 1'

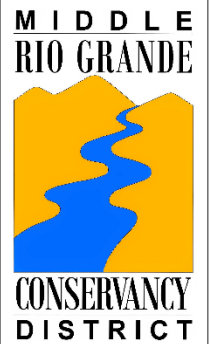


DETAIL E: TYPICAL CUTOFF WALL SECTION
1" = 1'



MIDDLE RIO GRANDE CONSERVANCY DISTRICT

CULVERT CROSSING
CHANNEL DETAILS - SHEET 6/6
OTERO LATERAL - STA. 501+00±



TECHNICAL SPECIFICATIONS

The “NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2019 EDITION” are incorporated into this project as Technical Specifications.

The 2019 Standard Specifications and Standard Drawings are available at <https://dot.state.nm.us/content/nmdot/en/standards.html>. Bound 2019 Standard Specifications and Standard Drawings can be purchased. Please call 505-469-4983.

Note: All locations within the specification which refer to the “Department” shall be replaced with “Engineer”. All coordination and communication shall take place between the contractor and the MRGCD.

SECTION	SPECIFICATION	PAGE
DIVISION 200 - EARTHWORK		
201	CLEARING AND GRUBBING	97
203	EXCAVATION, BORROW, AND EMBANKMENT	99
203-A	UNSTABLE SUBGRADE STABILIZATION	113
206	EXCAVATION AND BACKFILL FOR CULVERTS AND MINOR STRUCTURES	116
207	SUBGRADE PREPARATION	119
DIVISION 500 - STRUCTURES		
509	PORTLAND CEMENT CONCRETE MIX DESIGNS	315
510	PORTLAND CEMENT CONCRETE	336
511	CONCRETE STRUCTURES	351
540	STEEL REINFORCEMENT	479
543	METAL RAILING	514
570	PIPE CULVERTS	586
DIVISION 600 - MISCELLANEOUS CONSTRUCTION		
601	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	605
602	SLOPE AND EROSION PROTECTION STRUCTURES	608
604	SOIL AND DRAINAGE GEOTEXTILES	628
613	CLEANING OF CULVERTS AND DRAINAGE STRUCTURES	673
617	VIBRATION MONITORING AND VIDEO RECORDING	676

ITEM	SUPPLEMENTAL SPECIFICATION
1	TRAFFIC CONTROL
2	NMDOT SPEC 602 – SLOPE AND EROSION PROTECTION STRUCTURES

Additional Reporting:

Geotechnical investigation data is not available for this project.

ITEM 1: TRAFFIC CONTROL

Scope

The work shall consist of establishing traffic control and maintaining safe, convenient use of public roads and rights-of-way.

Traffic and Access

The Contractor's operations shall cause no unnecessary inconvenience to the public. The public rights-of-way shall be maintained at all times unless interruption is authorized by proper local authority.

Contractor's authorized closing or detour plans shall be provided to the engineer for approval.

Safe and adequate access shall be provided and maintained to all public protection devices and to all critical utility control locations. Facility access shall be continuous and unobstructed unless otherwise approved. Traffic control for the project shall be managed by a certified traffic control supervisor (TCS). A daily traffic control log shall be maintained and provided to the Engineer upon request.

Storage of Equipment and Material in Public Streets

Construction materials and equipment shall not be stored or parked on public streets, roads, or highways. During any material or equipment loading or unloading activities that may temporarily interfere with traffic, an acceptable detour shall be provided for the duration of the activity. Any associated expense for this activity is the responsibility of the contractor.

Excavated material, including suitable material that is intended for adjacent trench backfill or other earth backfill shall not be stored on public streets, roads, or highways that remain in service for the public. Any waiver of this requirement must be obtained from the proper local authority and approved by the engineer. All excess and unsuitable material shall be removed from the site as soon as possible. Any spillage shall be removed from roadways before they are used by the public.

Street Closures, Detours, and Barricades

Unless otherwise specified, the contractor shall notify in writing the public, appropriate public safety and government officials as may be appropriate no less than 7 days before starting construction, closing, partly closing, or reopening any street, road, or highway.

The contractor shall comply with the requirements of all applicable responsible units of government for closure of any street or road. The contractor shall provide the required traffic control methods, infrastructure, or public safety devices together with informing the public of any detours and construction hazards by the most suitable means available, such as local newspapers, letters, or radio stations. The contractor is also responsible for compliance with additional public safety requirements that may arise during construction. The contractor shall furnish, install, maintain and, upon completion.

of the work, promptly remove all signs, warning devices, and other materials used in the performance of this work.

Unless otherwise specified, the contractor shall furnish to the engineer a written plan showing the proposed method of signing, barricading for traffic control, and safety for street detours and closures.

All temporary detours will be maintained to ensure use of public rights-of-way is provided in a safe manner. This may include dust control, grading, and graveling as specified in the construction plans.

General and Specific References

All signs, signals, barricades, use of flaggers, and other traffic control and public safety devices shall conform to the general requirements set forth in the Manual of Uniform Traffic Control Devices (MUTCD) and the latest edition of *Standard Highway Signs and Standard Alphabets for Highway Signs* and/or OSHA *Construction Industry Standards (29 CFR Part 1926), Subpart G, Signs, Signals, and Barricades*.

Measurement and Payment

For items of work for which specific lump sum prices are established in the contract, payment for the work is made at the contract lump sum price. Progress payments will be made based upon the percentage of estimated total time that traffic control will be required. Payment will constitute full compensation for all flaggers, labor, materials, equipment, and all other items necessary and incidental to completion of the work.

Compensation for any item of work described in the contract, but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary.

Pay Item:	Pay Unit
Traffic Control	Lump Sum

Source: National Engineering Handbook, Construction Specification 9 – Traffic Control (210–VI–NEH, January 2009)

ITEM 2: SLOPE AND EROSION PROTECTION STRUCTURES

Remove and replace NMDOT Specification Section 602.3.1, paragraphs 1 and 2 with the following:

The Contractor shall place riprap stones *by hand* on the surface and to the depth specified in the plans. The Contractor shall place large stones as close together as possible. The Contractor shall use smaller stones to fill the areas between the larger stones forming a continuous blanket in accordance with the Contract. Smaller rocks shall not be grouped as a substitute for larger rock. Unless otherwise specified, the Contractor shall construct rock plating using riprap Class G to minimum thickness of 12 inches. The contractor shall place stones with the long axis parallel to the toe of the slope, with a stable bearing upon the underlying soil or stones.

ITEM 3: SAFETY

The Contractor shall be responsible for upholding any and all OSHA safety regulations and requirements applicable to the types of activities carried out in the context of this project.



COST REPSONSE FORM

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



SEALED BIDS, subject to the conditions on the reverse hereof, will received at this Office until 10:00 o'clock a.m. February 7, 2023, and then publicly opened, for furnishing the following supplies, and / or services.

Richard DeLoia, Chief Procurement Officer

In compliance with foregoing invitation for bids, and subject to all conditions on page 2 hereof, the undersigned offers and agrees, that pricing for this bid shall be good for _____ days from date of the opening, to furnish any or all of the items, at the price set opposite each item, and, unless otherwise specified, delivery shall be _____ days after receipt of order

BIDDER _____ DATE _____

ADDRESS: _____ CITY _____
STATE _____

ZIP
CODE: _____ PHONE# _____ EMAIL _____



OTERO LATERAL CULVERT CROSSING BID ITEMS

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
P.O. BOX 581
ALBUQUERQUE, NM 87103

CULVERT CROSSING

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION / DEMOBILIZATION	1	LS		
2	REMOVAL AND DISPOSAL	1	LS		
3	6" CONCRETE SLOPE PAVING	237	SY		
4	HAND PLACED RIPRAP 6-9"	17	CY		
5	FILTER FABRIC	40	SY		
6	EXCAVATION AND BACKFILL	330	CY		
7	CORRUGATED METAL PIPE 60" & FITTINGS	53	LF		
8	TRAFFIC CONTROL	1	LS		

TOTAL BID (BID ITEMS 1 THROUGH 8) WITHOUT NMGR

TURNOUT RELOCATION

9	MOBILIZATION / DEMOBILIZATION	1	LS		
10	REMOVAL AND DISPOSAL	1	LS		
11	6" CONCRETE SLOPE PAVING	52	SY		
12	EXCAVATION AND BACKFILL	175	CY		
13	CORRUGATED METAL PIPE 24" & FITTINGS	40	LF		
14	24" FRESNO IRRIGATION TURNOUT WITH 6' EXTENSION	1	EA		

TOTAL BID (BID ITEMS 9 THROUGH 14) WITHOUT NMGR

RFB/RFP COMPLIANCE

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

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

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

NAME _____

TITLE

N O T I C E
TO ALL BIDDERS/OFFERORS

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

APPENDIX “B”

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

“Name(s) of Applicable MRGCD Public Official(s)”
(Karen Dunning, John Kelly, Joaquin Baca, Glen Duggins, Barbara Baca, Stephanie Russo Baca and Michael T. Sandoval)

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable MRGCD Public Official _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Campaign Contributions – 3 of 3

APPENDIX “C”

SUSPENSION AND DEBARMENT REQUIREMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS

The entering of a contract between Middle Rio Grande Conservancy District (MRGCD) and the successful Offeror pursuant to this RFB is a “covered transaction,” as defined by 45 C.F.R. Part 76. MRGCD’s contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Offerors must provide as a part of their proposals a certification to MRGCD in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFB will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFB if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

The certification provided by the Offeror in paragraph (a), below, will be considered in connection with a determination of the Offeror’s responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Offeror’s proposal for nonresponsibility and the withholding of an award under this RFB. If the Offeror’s certification indicates that that any of the items in paragraph (a), below, exists, the Offeror shall provide with its proposal a full written explanation of the specific basis for, and circumstances connected to, the item; the Offeror’s failure to provide such explanation will result in rejection of the Offeror’s proposal. If the Offeror’s certification indicates that that any of the items in paragraph (a), below, exists, MRGCD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if MRGCD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will MRGCD award a contract to an Offeror if the requested exception is not granted for the Offeror.

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

(i) The Offeror and/or any of its Principals-

Suspension & Debarment Page 2 of 2

- (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;

Suspension & Debarment Page 1 of 2

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

- (ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. §76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.
- (iii) For the purposes of this certification, the terms used in the certification, such as *covered transaction*, *debarred*, *excluded*, *exclusion*, *ineligible*, *ineligibility*, *participant*, and *person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.
- (iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

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APPENDIX “D”

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

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

☐ Resident Business Certificate

☐ Resident Veterans / Native American Resident Certificate

RESIDENT BUSINESS CERTIFICATION

(Copy of Certificate to be included)

Offeror's Company Name: _____

Resident Business Certificate Number: _____

Expiration Date: _____

RESIDENT VETERAN'S / NATIVE AMERICAN BUSINESS CERTIFICATION

Consultant's Company Name: _____

Resident Veterans/Native American Business Certificate Number: _____

Consultant must include copy of Resident Veteran's Business Certificate with their proposal.

Consultant's submitting a Resident Veteran's Business Certificate must also complete the following certification of prior year's revenue.

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Resident Veterans Preference Certification

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the NM General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31st the following is a true and accurate

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran contractor Preference under Section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans' preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statement about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

DATE: _____

Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date: _____

By: _____

(Authorized Representative and Affiant)

NEW MEXICO EMPLOYEES HEALTH COVERAGE

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

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

Signature of Bidder: _____ Date: _____