



REQUEST FOR PROPOSAL

FOR

ON-CALL PROFESSIONAL ENGINEERING SERVICES

FEDERAL FUNDED PROJECTS

MIDDLE RIO GRANDE CONSERVANCY DISTRICT
1931 SECOND ST. SW
ALBUQUERQUE, NM 87102
(505) 247-0234

PROPOSALS DUE:
NOVEMBER 19, 2024 @ 10:00 A.M. MST

NOTICE

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

SECTION I

INTRODUCTION

A. SUMMARY AND BACKGROUND

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

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

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

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

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

B. SCOPE OF PROCUREMENT

The MRGCD is requesting qualification based competitive sealed proposals for On-Call Professional Engineering Services for Federally Funded Projects only.

It is the intent of the MRGCD to select a pool of up to 4 individual Professional Engineers and/or firms who can be called upon to perform consulting services on a task or project basis. MRGCD reserves the right to select a professional engineer for each task or project from the qualified pool based upon such factors as the expertise, availability, experience, and performance record. **Offerors should refer to Section III for the Scope of Work/Specifications.**

All potential Offerors are encouraged to read this Request for Proposal carefully, particularly the mandatory requirements.

C. TERM:

This price agreement is applicable and available for use by the MRGCD, and New Mexico Local Public Bodies

The term of shall be for one (1) year from date of award with option to extend for a period of three (3) additional years, on a year –by-year basis, by mutual agreement of all parties. This price agreement shall not exceed four (4) years.

D. PROPOSAL GUIDELINES

This RFP represents the conditions for an open and competitive process as required by the State of New Mexico and the MRGCD. Proposals will be accepted until **10:00 a.m. MST November 19th, 2024**. Any proposals received after this date and time will be rejected. All proposals must be endorsed by an official representative submitting the proposal.

All Contract terms and conditions will be subject to review by MRGCD legal counsel and shall be pursuant to the RFP scope of services.

E. Point of Contact

The District Procurement Manager is responsible for the conduct of this procurement is listed below with complete contact information. All questions or requests during this procurement shall be submitted to the following point of contact:

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

All inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing.

F. Definition of Terminology

This paragraph contains definitions that are used throughout this Request for Proposal (RFP) including appropriate abbreviations.

“Amendment/Addendum” shall mean a change, addition or supplement to the information provided in this RFP document.

“Agreement” shall mean a duly executed and legally binding contract.

“Contractor/Consultant” is an independent contractor/consultant and not an agent or employee of the MRGCD. Contractor/Consultant shall not represent itself as an agent or employee of the MRGCD and shall have no power to bind the MRGCD in contract or otherwise

“Desirable” means the terms “may”, “can”, “should”, “preferably”, or “prefers” identifies a desirable or a discretionary item or factor for the Department to determine.

“Determination” means the written documentation of a decision of a procurement manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains.

“District” means the Middle Rio Grande Conservancy District (MRGCD)

“Engineer” means a professional engineer licensed under the Engineering and Surveying Practice Act.

“Evaluation Committee” means a team established to evaluate proposals, conduct interviews, and assist with negotiation during proposal evaluation for a specific product or services. The procurement Manager shall provide technical assistance requested by the committee.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose evaluation is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Local Public Body” means every political subdivision of the state and the agencies instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

“Mandatory” means the terms “must”, “shall”, “will”, “is required”, or “are required” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offerors proposal without exception.

“MRGCD” shall refer to the Middle Rio Grande Conservancy District.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

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

“Notice of Award” shall mean a formal written notice by the Procurement Manager.

“Owner” is synonymous with the MRGCD.

“Procuring Agency” means, MRGCD, a political subdivision of the state, and local public bodies allowed by law to entertain procurements.

“Procurement Manager” means the person or designee authorized to manage or administer procurements requiring the evaluation of competitive sealed proposals.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.

“Project Manager” has the responsibility of the planning, and execution of a project, in any undertaking that has a defined scope of work and a defined finish.

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

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

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

“Statement of Compliance” and “Statement of Concurrence” means an express, affirmative statement by the offeror in their proposal, which they agree with or agree to the stated requirements.

“Task Order” Supplementary contractual and obligating document that will include Scope of Work, Fee, Schedule and Points of Contact.

SECTION II

CONDITIONS GOVERNING THIS PROCUREMENT

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

A. SEQUENCE OF EVENTS

ACTION	RESPONSIBILITY	DATE
Issue of Proposal	MRGCD	November 4, 2024
Submit Acknowledgement of Receipt Form	Offeror	November 12, 2024
Deadline to Submit Questions	Offeror	November 13, 2024
Responses to Questions	MRGCD	November 14, 2024
Submission of Proposal	Offeror	November 19, 2024 10:00 a.m.
Proposal Evaluation	MRGCD	November 19-25, 2024
Notice to Finalist(s) & Non-Finalists	MRGCD	TBD
Recommendation/Approval	MRGCD	TBD
Notice of Award	MRGCD	TBD
Protest	Offeror	15 Days After Award

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events.

Distribution of RFP Document

This RFP is issued by the MRGCD in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978. The MRGCD Purchasing Department is the only organization who is authorized to make copies and/or distribute this RFP in any format. A distribution list of those who receive the RFP will be maintained throughout the procurement process and will become part of the procurement file.

1. Acknowledgement of Receipt Form

Potential Offerors should hand deliver, return by facsimile, e-mail, or registered or certified mail the “Acknowledgement of Receipt Form” that accompanies this document as to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned by close of business November 12th, 2024. The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the “Acknowledgment of Receipt Form” shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until close of business Wednesday November 13th, 2024. All written questions must be submitted to the Procurement Manager as described in Section I-E. Questions shall be clearly labeled and shall cite the Section(s) and Item(s) in the RFP. All responses to written questions will be distributed via e-mail or facsimile to the Offeror distribution list. Include the e-mail address for the individual appointed to receive responses to the questions. The identity of the organization submitting the question(s) will not be revealed.

4. Response to Written Questions/RFP Amendments

Written Responses to written questions will be distributed by November 14th, 2024 to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide their Acknowledgement of Receipt Form, and responses will also be posted on MRGCD website.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE, NO LATER THAN 10:00 A.M. LOCAL TIME, TUESDAY NOVEMBER 19, 2024. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be sealed and labeled on the outside of the package to clearly indicate response to the **"On-Call Professional Engineering Services Federal"**. PLEASE NOTE: Proposals submitted via facsimile or any other electronic method will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this RFP.

6. Proposal Evaluation/Short listing

The Evaluating Committee will evaluate all proposals starting on November 19th, 2024. The Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. Each responsive Offeror will be notified in writing as to their status following the short listing.

7. Notice of Finalists/Non-Finalists

Each responsive Offeror will be notified in writing TBD whether their proposal has been shortlisted. A public log will be kept of the names and rankings of all Offerors shortlisted for interviews.

8. Recommendation and Approval

Recommendation will be submitted for approval and award of contract for **“ON-CALL PROFESSIONAL ENGINEERING SERVICES FEDERAL FUNDED PROJECTS” ON a TBD Date**. Contract(s) shall be awarded to the offeror whose proposal is most advantageous to the district, taking into consideration the evaluation factors set forth in the RFP.

The most advantageous proposal may or may not have received the most points.

9. Notice of Award

The contract shall be awarded to the Offeror (or Offerors) whose proposal are most advantageous to the MRGCD, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award may be subject of the MRGCD Board of Directors Approval.

13. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1 172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offeror's shall begin on the day following the contract award and will end as of 4:30 p.m. Mountain Time. Protests must be written and must contain the name and address of the protestant, the name of this solicitation, and a statement of grounds for protest, including appropriate supporting exhibits.

The protest must be addressed and delivered to as follows:

Mr. Richard DeLoia, Procurement Manager/CPO
Middle Rio Grande Conservancy District
PO Box 581
Albuquerque, NM 87103-0581
505 247-0235 ext. 1329
richard@mrgcd.us

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS:

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

1. Offerors shall carefully read the information contained in this RFP 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 RFP (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 RFP 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 RFP 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 RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

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 RFP 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 RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The 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 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) and Federal 2 CFR Part 200. And However, District reserves the right to negotiate with a successful Offeror for provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract. 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 RFP. 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 RFP.

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 RFP 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 RFP:

This RFP 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 RFP 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.

D. MANDATORY RESPONSE FORMAT AND ORGANIZATION

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

1. Number of Responses

Offerors shall submit only one proposal.

2 Number of Copies

Each Offeror must submit one **(1)** original and four **(4)** copies of their proposal to the Procurement Manager as specified in Section I-D

3. Proposal Organization

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

- a. Letter of Transmittal
- b. Table of Contents
- c. Proposal
- d. Response to MRGCD Terms and Conditions and Federal Required Documents
- e. Offeror's Additional Terms and Conditions
- f. Signed Campaign Contribution Form
- g. Signed Suspension and Debarment Form
- h. Resident Business or Resident Veteran Certificate
- i. Resident Veterans Preference Certification
- j. Conflict of Interest Affidavit
- k. New Mexico Employees Health Coverage
- l. Federal Contract Provisions section forms signed and notarized when required

Offerors may attach other materials that they feel may improve the quality of their responses.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting organization, and include detailed resume(s) containing qualifications and work experience;
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) a statement that the Offeror will comply with all terms and conditions as stated in this RFP, or identification of any exceptions taken to any of the RFP terms.
- f) A brief list of any pending, settled, tried, or other litigation the firm has been involved in for the past five (5) years relating to professional engineering services performed, with a description of the case(s) and their current statuses, if applicable.
- g) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- h) be signed by the person authorized to contractually obligate the organization;
- i) acknowledge receipt of any and all amendments/addendums to this RFP.

E. BRIBERY AND KICKBACK

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

SECTION III SCOPE OF WORK/SPECIFICATIONS

Services may include general consulting, civil engineering, plan checking, capital improvement project design, AutoCAD (computer aided drafting), staff augmentation, and other tasks associated with infrastructure design, construction, and/or operation as assigned and directed by the Chief Engineer or their delegate.

Services which offerors could be expected to provide include but not limited to:

- Engineering designs including hydraulic, structural and electrical designs;
- Engineering drawings, plans, and specifications;
- Estimating of quantities;
- Engineering review and approval;
- Geotechnical, Environmental, Structural, & Civil investigations;
- Permitting;
- Construction management;
- QC/QA inspections during construction;
- Preparation of construction bid packets;
- Environmental Clearances.
- Engineering Certifications
- Expert testimony

Services must be performed by or under the supervision of a Professional Engineer (P.E.) registered in New Mexico as appropriate. Other professional registrations may be applicable if required by State of New Mexico regulations.

It is possible that there may be numerous Task Orders assigned to a firm and underway at any time during the duration of this contract, however MRGCD makes no guarantee as to the amount of work to be requested.

All potential Offerors are encouraged to read this Request for Proposal carefully, particularly the mandatory requirements.

STANDARD COMPLIANCE

Engineer and or Engineering firm must be in compliance with the Engineering and Surveying Practice Act.

It will be the awarded Engineer or Engineering firm's responsibility to stay current on any and all laws, statutes, or regulatory changes, and to inform the MRGCD of any all changes.

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

FEDERAL FUNDING COMPLIANCE

The engineering firm(s) will ensure that all work performed complies with federal, state, and local laws, regulations, and guidelines, including but not limited to:

- 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Federal Highway Administration (FHWA) standards and requirements (where applicable).
- U.S. Department of Transportation regulations.
- National Environmental Policy Act (NEPA) compliance.
- Davis-Bacon Act wage rate requirements.

GRANT FUNDING APPLICATION ASSISTANCE

- Assist with preparing grant applications for federal funding opportunities.
- Provide financial management and oversight to ensure compliance with the federal Uniform Guidance (2 CFR 200).

SECTION IV MANDATORY REQUIREMENTS

1. Knowledge

Provide in detail your understanding of the Middle Rio Grande Conservancy, and what your idea of the type of task orders would be involved.

2. Experience

Offerors must submit a description of relevant experience with local, state, tribal and federal government, and water irrigation districts. Provide in detail your Engineering experience and expertise for similar contracts. Detail your approach on how you will provide services, also detail areas of interest that could be of importance to support the MRGCD.

3. Indemnification

Consultant shall indemnify, protect, defend and hold harmless MRGCD and any and all boards, officers, agents, or employees from and against all claims, charges, demands, costs, expenses, including, but not limited to, attorney's fees, etc.

3. Insurance

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance; and name Middle Rio Grande Conservancy District, its officers, agents and employees as additional insureds. Company shall be rated A- or better in Best's Insurance Guide.

- a. Commercial General Liability Insurance
\$1,000,000 per occurrence / \$2,000,000 aggregate
- b. Automobile Liability Insurance,
\$1,000,000 combined single limit; \$5,000 medical \$500,000 uninsured motorist
- c. Workers' Compensation and Employers Liability
Shall not be less than statutory limits
- d. Professional Liability Insurance
\$1,000,000 each wrongful act / \$2,000,000 Aggregate

4. References

Proposals must include five (5) client references clients who have received services from the offeror within the last three (3) years and has been receiving continuous services from the offeror for more than 2 years. The following information that must be provided about each reference:

- a. Name of Government entity or private company(s);
- b. Address of each entity or company
- c. Name of contact person (must be available for contact)
- d. Current telephone number of contact person
- e. Dates services were provided (start and end date are required)

5. Offeror Staff Experience

Offeror must submit resumes of ALL proposed professional staff members who will be performing services under this contract.

6. Campaign Contribution Disclosure Form, Appendix 1

The Offeror must complete unaltered Campaign Contribution Disclosure Form and submit a signed copy with their proposal.

7. Debarment and Suspension, Appendix 2

The Offeror must complete unaltered Debarment and Suspension Form and submit a signed copy with their proposal.

8. Conflict of Interest Affidavit, Appendix 3

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.

9. New Mexico Employees Health Coverage, Appendix 4

10. Federal required Form(s), Appendix 5

SECTION V

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

ITEM	EVALUATION CRITERIA	EVALUATION POINTS
1.	Experience and Capability	20
2.	Knowledge of MRGCD	20
3.	Specialized Technical Experience	20
4.	Projects Completed	20
5.	Technical approach	20
6.	Quality and Content of Proposal	10
7.	References	10
8.	Mandatory Signed Documents and Statement of Concurrence	10
MAXIMUM EVALUATION POINTS		130

1. Experience and Capability of Proposed Professional Engineer/Engineering Firm and Project Team

- a. Provide qualification of key team members, including membership in professional organizations and licensure.
- b. Provide any unique knowledge of key team members relevant to this scope of work.

2. Describe your knowledge of MRGCD

- a. Provide a summary of your knowledge of MRGCD.

3. Specialized Technical Experience

- a. Identify specific experience the proposing firm has with projects that within the boundaries of the MRGCD from Sandoval County all the way south to Socorro County.
- b. Identify and describe Offeror's sub-consultants, if applicable, and their role.

4. Projects Completed

- a. Provide a summary of representative project performed in the last three (3) years and describe the Offeror's role during the project.

5. Technical Approach

- a. Describe Offeror's understanding of the various project types identified in Section III of the RFP.
- b. Describe how the Offeror will manage specific task orders to ensure timely completion.
- c. Describe Offeror's quality assurance/quality control practices to minimize errors and omissions.

6. Quality and Content of Proposal

- a. The proposal will be scored on the overall quality of the assembly and presentation of information.

7. References

- a. Please provide five (5) references for work completed within the past three (3) years, including those contracts that have been receiving continuous service for 2 years. References cannot include MRGCD projects/personnel.

8. Mandatory Signed Documents and Statement of Concurrence

- a. Federal Contract Provisions section forms signed and notarized when required
- b. Offeror's Additional Terms and Conditions
- c. Signed Campaign Contribution Form
- d. Signed Suspension and Debarment Form
- e. Resident Business or Resident Veteran Certificate
- f. Resident Veterans Preference Certification
- g. Conflict of Interest Affidavit
- h. New Mexico Employees Health Coverage
- i. Statement of Concurrence

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

[illegible]

MUST CHECK (✓) ONE

TITLE: _____

N O T I C E
TO ALL 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 1

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

Campaign Contributions – 1 of 3

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

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

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

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

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

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

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

(Karen Dunning, John Kelly, Colin T. Baugh, Glen Duggins, Brian Jiron, Stephanie Russo Baca and Michael T. Sandoval)

Campaign Contributions – 2 of 3

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable MRGCD Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contribution(s):

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE TO AN APPLICABLE PUBLIC OFFICIAL BY ME, A FAMILY MEMBER OR REPRESENTATIVE.

Signature

Date

Title (position)

APPENDIX 2

SUSPENSION AND DEBARMENT REQUIREMENT

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

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

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

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

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

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

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

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

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

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

OFFEROR: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

APPENDIX 3

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date:_____

By:_____

(Authorized Representative and Affiant)

APPENDIX 4

NEW MEXICO EMPLOYEES HEALTH COVERAGE

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

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

Signature of Bidder: _____ Date: _____

APPENDIX 5

FEDERALLY REQUIRED CONTRACT PROVISIONS **IN COMPLIANCE WITH 2 CFR PART 200, APPENDIX II**

All Contractors with Agreements funded in whole or in part with federal funds shall be required to comply with 2 CFR Part 200, Appendix II, as follows:

1.	<p>Equal Employment Opportunity</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p>	<p>All contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3; construction work.</p>
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	<p>(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with</p>	
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	<p>procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p>	
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	<p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
2.	<p>Davis Bacon Act</p> <p>The Contractor agrees to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub-contract must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the City, who will report the same to the federal awarding agency.</p> <p>All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable.</p> <p>Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week.</p>	<p>All prime construction contracts in excess of \$2,000 awarded by non-Federal entities; construction work</p>

3.	<p>Copeland Anti-Kickback Act</p> <p>Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.</p> <p>The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or other applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.</p> <p>A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.</p>	For construction work over \$2,000
4.	<p>Contract Work Hours and Safety Standards Act</p> <p>Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.</p> <p>Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section.</p>	For contracts over \$100,000 or that involve mechanics or laborers

	<p>Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.</p> <p>Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.</p>	
5.	<p>Rights to Inventions Made under a Contract or Agreement</p> <p>If the award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or other applicable federal agency.</p>	For funding agreements under 37 CFR 401.2(a)
6.	<p>Clean Air Act and Federal Water Pollution Control Act</p>	For contracts over \$150,000

	<p>The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 <i>et seq.</i></p> <p>The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.</p> <p>The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA or other applicable federal agency.</p>	
7.	<p>Debarment and Suspension</p> <p>This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).</p> <p>Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.</p> <p>This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.</p> <p>The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while</p>	<p>For all contracts:</p> <p>1) over \$25,000, 2) requiring federal agency approval, 3) for federally required audit services, or 4) a subcontract meeting requirement 1 or 2</p>

	<p>this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.</p>	
8.	<p>Byrd Anti-Lobbying Amendment</p> <p>Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.</p> <p>If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.</p>	<p>For all contracts; contracts over \$100,000 must certify compliance</p>
9.	<p>Procurement of Recovered Materials</p> <p>In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:</p> <ol style="list-style-type: none"> 1. Competitively within a time frame providing for compliance with the Agreement performance schedule; 2. Meeting Agreement performance requirements; or 3. At a reasonable price. <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</p>	<p>For state or political subdivision of the state, if the purchase price of an item exceeds \$10,000 (including value of item acquired over the year)</p>

	<p>The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>	
10.	<p>§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.</p> <p>(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:</p> <p>(1) Procure or obtain;</p> <p>(2) Extend or renew a contract to procure or obtain; or</p> <p>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p>	For all contracts

	<p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
11.	<p>§ 200.322 Domestic preferences for procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting</p>	For all contracts

	<p>stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	
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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS – PRIMARY COVERED TRANSACTIONS

The _____, certifies to the best of its knowledge
and

(Company/Contractor)

belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this Agreement been convicted or had a civil judgment against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this certification.

THE COMPANY/CONTRACTOR, _____ CERTIFIES
OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE
STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Executed on this date: _____

By

(Signature of authorized official)

(Title of authorized official)

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify
on behalf of

(Name and title of Official)

_____ that;

(Name of Company)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement.

(2) If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

For purposes of this Certification, the Agreement shall be considered a federal Agreement. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed on this date: _____

By

(Signature of authorized official)

(Title of authorized official)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ____ No ____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ____ No ____ _____

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

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE _____ DATE _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

(1) They are the _____ of
_____ the

Bidder that has submitted the attached Bid Proposal;

(2) They are fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2024.

NOTARY PUBLIC

My Commission Expires _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity Clause).

The construction contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2024.

Expires: _____

NOTARY PUBLIC My Commission

SUBCONTRACTOR LISTING

1. Shall be fully executed and included with Bid as a condition of the Bid
2. For the purposes of this Project the threshold shall be \$5,000.00.
3. The Bidder shall list the Subcontractor's Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor

<div style="display: flex; justify-content: space-between; padding: 5px;"> Trade: Name of Subcontractor: </div>		
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Address:	License No:	NM Dept of Workplace Solutions Registration No.
Trade:	Name of Subcontractor:	

Address:	License No:	NM Dept of Workplace Solutions Registration No.
Trade:	Name of Subcontractor:	

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ACKNOWLEDGEMENT OF RECEIPT FORM



I ACKNOWLEDGE RECEIPT OF THIS RFP FOR ENGINEERING ON CALL SERVICES FEDERAL

The undersigned agrees that he/she has received:

1. ☐ Complete RFP copy
2. ☐ Amendment No. _____

Please complete the Acknowledgement of Receipt Form and return to the MRGCD. It is ultimately your responsibility to check and acknowledge all amendments and addendums if applicable.

FIRM: _____

REPRESENTATIVE: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm Does / Does Not intend to respond to this Request for Proposal

(Please Circle One)