

# **TULAROSA COMMUNITY DITCH**

## **REQUEST FOR PROPOSAL FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES (NIGP CODE 92533)**

**PROPOSALS DUE:  
December 15, 2022**

### **NOTICE**

**THE NEW MEXICO PROCUREMENT CODE  
SECTIONS 13-1-28 THROUGH 13-2-299 NMSA 1978  
IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATIONS.  
IN ADDITIONM THE NEW MEMXICO CRIMINAL STATUES  
IMPOSE FELONY PENALTIES FOR ILLEGAL BRIBES,  
GRATUITIES AND KICK-BACKS**



**SECTION I**  
**INTRODUCTION**

**A. SUMMARY AND BACKGROUND**

The Tularosa Community Ditch (TCD) is an acequia system covering more than 16 miles of ditches. It gets its water from the Rio Tularosa originating from the Sacramento Mountains. Our eastern boundary of those waters begins source of Head Spring in the middle of the Mescalero Apache Reservation where it continues westward through the Tularosa Canyon down the valley. The Tularosa Acequia system has been in existence since the 1870s and serves more than 1,500 farmers and families in and around the Historic 49 Blocks of the Village of Tularosa established in 1865.

Crops raised in the farmlands surrounding Tularosa depend on the irrigation provided by the TCD. Irrigated lands in and around the area Tularosa are over 1,800 acres. Some of the crops include grains, and grasses for cattle, horses, goats, sheep and chickens. The people living in the watershed of this area are proud of the extensive chile production and produce for sales for both local consumption and many other parts of the state. Pecan production in this area contribute to the national statistics keeping the US as a top world producer. Apples, quince, pomegranates, plums and pears are abundant. Water for the farmers is provided throughout the year by way of the Acequia Madre (Mother Ditch) and laterals. The Historic 49 Blocks within the Village of Tularosa receive water for their home gardens and fruit trees six months of the year starting April and ending in September also delivered by the Acequia Madre and laterals. Those laterals are maintained by the property owners and farmers.

The Tularosa Community Ditch falls under the category of a Special District and has on-going contracts with the Interstate Stream Commission (ISC) and the Department of Financial Administration. Capital Outlay from the legislature as well as funding from the grant/loan part of the ISC are instrumental in reconstruction and rehabilitation of the acquisition areas from the river, storage facility (reservoir) and switch gates and weirs which control many miles of pipeline into the Acequia Madre (Mother Ditch).

The Tularosa Community Ditch is an adjudicated acequia and is protected under the District Court. Our Mayordomo or Water Boss is elected by the Board and Membership and is also an officer of the District Court.

Three Board members are elected on odd numbered years and must be shareholders and/or members of the Historic 49 Block owners. Committees are organized by the Board and cover where needs are most apparent in the administration of the ditch.

**B. SCOPE OF PROCUREMENT**

The TCD Board is requesting qualification based competitive sealed proposals for On-Call Professional Engineering Services.

It is the intent of TCD to select from a pool, one individual Professional Engineer and/or an Engineering Service firm who can be called upon to perform consulting services on a task or project basis. TCD 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 TCD 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 for (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 TCD. Proposals will be accepted until **4:00 pm December 15, 2022**. 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 TCD Legal counsel and shall be pursuant to the RFP scope of services.

**E. POINT OF CONTACT**

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

Karen Lerner, Secretary/Commissioner  
Tularosa Community Ditch  
PO Box 1094  
Tularosa NM 88532-1094  
575 921-2057  
[tularosacommunityditch2022@gmail.com](mailto:tularosacommunityditch2022@gmail.com)

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

**F. DEFINITION OF TERMINALOGY**

This paragraph contains definitions that are used throughout this RFP including appropriate abbreviations.

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

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

“Board” means the Tularosa Community Ditch (TCD Board of Commissioners).

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

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

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

“Evaluation Committee” means a term 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 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 mandator item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offerors proposal without exception.

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

“Offeror” is a 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 TCD.

“Procuring Agency” means, TCD is a Special District 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 bids.

“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 on any undertaking that has a define 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 or her 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 I the 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.

“TCD” shall refer to the Tularosa Community Ditch.

## **SECTION II CONDITIONS GOVERNING THIS PROJECT**

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**

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
Issue of Proposal	TCD	November 27, 2022
Submit Acknowledgement of Receipt Form	Offeror	December 5, 2022
Deadline to Submit Questions	Offeror	December 9, 2022
Responses to Questions	TCD	December 12, 2022
Submission of Proposal	Offeror	December 15, 2022 4 PM
Proposal Evaluation	TCD	December 16 & 17, 2022
Notice to Finalist(s) & Non-Finalists	TCD	December 19, 2022

Recommendation/Approval	TCD	December 22, 2022
Notice of Award	TCD	December 23, 2022
Protest	Offeror	15 days after award

**B. EXPANATION OF EVENTS**

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

**Distribution of RFP Document**

This RFP is issued by the TCD in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978. The TCD Purchasing Department is the only organization who is authorized to make copies and/or distribution of 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 e-mail or registered or certified mail the “Acknowledgement of Receipt Form” that accompanies this document as Appendix 6 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 December 5, 2022. The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the “Acknowledgement 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.

2. **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 December 9, 2022. 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 Sections(s) and Item(s) in the RFP. All responses to written questions will be distributed via e-mail 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 questions(s) will be revealed.

3. **Responses to Written Questions/RFP Amendments**

Written Responses to written questions will be distributed December 12, 2022 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 the TCD website.

4. **Submission of Proposal**

**ALL OFFEROR PROPOSALS MUST RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OF DESIGNEE NO LATER THAN 4 PM LOCAL TIME December 15, 2022. 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 Engineers**”. PLEASE NOTE: Proposals submitted e-mail 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.

5. Proposal Evaluation/Short Listing

The Evaluating Committee will evaluate all proposals on December 16 & 17, 2022. 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. A public log will be kept of the names shortlisted.

6. Notice of Finalist/Non-Finalists

Each responsive Offeror will be notified in writing on December 19, 2022, whether their proposal has been shortlisted. A public log will be kept of the names and rankings of all Offerors shortlisted for interviews.

7. Recommendation and Approval

Recommendation will be submitted for approval and award of contract for “**ON-CALL ENGINEERING SERVICES ON December 22, 2022**”. This contract shall be awarded to the offeror whose proposal is most advantageous to the Ditch, taking into consideration the evaluation factors set forth in the RFP.

8. Notice of Award

The contract shall be awarded to the Offeror (or Offerors) whose proposal are most advantageous to the TCD, 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 is subject of the TCD Board of Commissioners.

The Procurement Manager will notify all finalists in writing of the final award on December 23, 2022.

9. 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 PM MST on 15 days later. 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:

Ms. Karen Lerner  
Tularosa Community Ditch  
PO Box 1094  
Tularosa, NM 88352-1094  
575 921-2057  
[tularosacommunityditch2022@gmail.com](mailto:tularosacommunityditch2022@gmail.com)

Protests received after the deadline will not be accepted.

### **C. GENERAL REQUIREMENTS:**

This procurement is being conducted in accordance with the by-laws and State procurement regulations.

1. Offerors shall carefully read the information contained in the 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:**  
Offerors must indicate their acceptance of the Conditions Governing this procurement and all amendments to the 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 Board. The Board 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 materials.
7. **Offeror's 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 Board shall examine the Offeror's request and make a written determination that specifies which portions of the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition of the disclosure of confidential data.

10. No Obligations:

This procurement in no manner obligates the Board 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 Board determines such action to be in the best interest of the Acequia.

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 terminations will be effected by sending written notice to the contractor. The Board's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Legal Review:

The Board requires that all Offerors agree to be bound by the General Requirements contained in the 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 the TCD Board of Commissioners and a Contractor will follow the format specified by the Board 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, the Board 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 Board's terms and conditions as contained in this Section, that Offeror must provide in written details his/her objection and proposed alternate language. The Board may or may not accept the alternative language. General references to the Offeror's term and conditions or attempts at complete substitutions are not acceptable to the Board 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 Board of Commissioners of TCD.

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 the Board of TCD and the Offeror.

19. Offeror Qualifications:

The Board of TCD may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Board 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:

The Board reserves the right to waive minor irregularities. The Board 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. The right is at the sole discretion of the Board.

21. Contractor Representative:

a. Change in Representative and key staff:

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

b. Change in Subcontractor (if applicable):

The Board reserves the right to disqualify a subcontractor at the Board'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 10-16-18. NMSA 1978, regarding contracting are in compliance. A formal affidavit must be submitted in the proposal.

23. Notice:

The Procurement Code, Sections 13128 through 131199 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:

The Board of TCD 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 the Board 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 Board.

27. Electronic Mail address required:

A large part of the communication regarding this procurement will be conducted by 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 ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Board, the version maintained by the Board 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 three (3) copies of their proposal to the Procurement Manager as specified in Section I-D. Electronic Submittals are accepted.

3. Proposal Organization

The proposal must be organized and indexed in the following format and must contain as minimum, all listed items in the sequence indicated. The letter of transmittal and proposal are limited to 12 pages as follows:

- a. Letter of Transmittal two (2) pages
- b. Table of Contents - not included in page count
- c. Proposal – Ten (10) pages maximum

- d. References – One (1) page maximum
- e. Offeror’s Additional Terms and Conditions, not included in page count.
- f. Signed Campaign Contribution Form, not included in page count.
- g. Signed Suspension and Debarment Form, not included in page count.
- h. Resident Business or Resident Veteran Certificate, Appendix 3, not included in page count.
- i. Resident Veterans Preference Certifications, Appendix 3, not included in page count.
- j. Conflict of Interest Affidavit, Appendix 4, not included in page count.
- k. New Mexico Employees Health Coverage, not included in page count.
- l. Resumes of key staff, not included in page count.

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

**E. Letter of Transmittal**

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

- a) identify the submitting organization.
- 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 person to be contacted for clarification;
- e) a statement that the Offeror will comply with all terms and conditions as stated in this RFP, or identifications of any exceptions taken to any of the RFP terms;
- f) explicitly indicate acceptance of the Condition Governing the Procurement state in Section II Paragraph C,1;
- g) be signed by the person authorized to contractually obligate the organization;
- h) acknowledge receipt of any and all amendments/addendums to this RFP.

**G. BRIBERY AND KICKBACK**

The Procurement Code, § 13-3-28 through § 13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In additions, 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.

#### **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 an and all laws, statutes, or regulatory changes, and to inform the Board of TCD of an and all changes.

#### **SECTION IV MANDATORY REQUIREMENTS**

1. Indemnification

Consultant shall indemnify, protect, defend and hold harmless TCD 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 fee, etc.

2. 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 Tularosa Community Ditch, its commissioners and officers, agents and employees as additional insureds. Company shall be 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. Worker's 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

3. Offeror Staff Experience  
Offeror must submit resumes of ALL proposed professional staff members who will be performing services under this contract.
4. Campaign Contribution Disclosure Form, Appendix 1.  
The Offeror must complete unaltered Campaign Contribution Disclosure Form and submit a signed copy with their proposal.
5. Debarment and Suspension, Appendix 2  
The Offeror must complete unaltered Debarment and Suspension Form and submit a signed copy with their proposal.
6. Conflict of Interest Affidavit, Appendix 4  
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 TCD, 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.
7. New Mexico Employee Health Coverage, Appendix 5
8. Acknowledgement of Receipt Form(s), Appendix 6

**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 TCD's Irrigation Systems	10
3.	Specialized Technical Experience	20
4.	Projects Completed	20
5.	Technical Approach	20
6.	Quality and Content of Proposal	10
MAXIMUM EVALUATION POINTS		100

- 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 TCD's irrigation systems**
  - a. Provide a summary of your knowledge of TCD and arid region irrigation systems.
- 3. Specialized Technical Experience**
  - a. Identify specific experience the proposing firm has with projects has within the boundaries of the TCD

from Otero County and its surrounding communities.

- b. Identify and describe Offeror's sub-consultants, if applicable, and their role.

#### **4. Projects Completed**

- a. Provide a summary of representative projects 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 order 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 information.

#### **7. References**

- a. Please provide five (5) references for work completed within the past three (3) years. References cannot include TCD projects/personnel.

- b. The following information must be provided about each reference:

1. Name of Government entity or private company(s);
2. Address of each entity or company
3. Name of contact person (must be available for contact).
4. Current telephone number of contact person

5. Dates services were provided (start and end date are required).

**REQUEST FOR PROPOSAL COMPLIANCE**

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

**IF PROPOSAL DOES NOT MEET OR EXCEED THE REQUIREMENTS OR ANY DEVIATIONS EXIST, OFFEROR MUST DETAIL EXCEPTIONS BELOW. (USE A SEPARATE SHEET IF NECESSARY):**

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I MEET REQUIREMENTS \_\_\_\_\_**

**DO NOT MEET REQUIREMENTS \_\_\_\_\_**

**MUST CHECK ONE**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_



**NOTICE TO ALL OFFICERS**

**THIS IS A REMINDER THAT THE TULAROSA COMMUNITY DITCH 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 I BY THE DEADLINE DATE AND TIME AS DESINATED ON THE BID OR PROPOSAL.**

## APPENDIX 1

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 197, § 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 installations of measure 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 PROPECTIVE 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 or influence the award of the contract for which the prospective contractor is submitting 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 individual 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, 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, associations 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 corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**“Name(s) of Applicable TCD Public Officials”**

Maurice Hobson, Chairman  
600 Alamo Street  
Tularosa, NM 88352

Benny House, Mayordomo  
PO Box 1327  
Alamogordo, NM 88311

Norval Bookout, Vice President  
PO Box 234  
Tularosa, NM 88352-0234

Tim Carrell, Advisory Committee  
1011 Clayton Lane  
Tularosa, NM 88352

Karen Lerner, Commissioner/Secretary  
600 8<sup>th</sup> Street  
Tularosa, NM 88352

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable TCD Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

\_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

\_\_\_\_\_

Nature of Contributions(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 RESPONSIBILITIES

The entering of a contract between TCD and the successful Offeror pursuant to this RFP is a “covered transaction”, as defined by 45 C.F.R. Part 76. TCD’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 TCD in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the 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 TCD 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 TCD 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 TCD may terminate the contract resulting form 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 non-responsibility and the withholding of an award under this RFP. If the Offeror's certification indicates 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 any of the items in paragraph (a), below, exists, TCD, 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 TCD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will TCD 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 not presently debarred, suspended proposed for debarment, or declared ineligible for the award of the award of contracts by any Federal department or agency;

(B) Have not within a three-year period preceding the date of the Offeror’s bid, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense I 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 not presently indicated for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;

(D) 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 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. § 1300a-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 converted transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: 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 meaning 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**

**RESIDENT BUSINESS AND /OR RESIDENT VETERANS 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, the attached certification form in this appendix must accompany any accompanying any offer and any business wishing to receive the preference must complete and sign the form.

Resident Business Certificate

Resident Veterans Certificate

**RESIDENT VETERAN'S BUSINESS CERTIFICATION**

Consultant's Company Name: \_\_\_\_\_

Resident Veteran's 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.



**RESIDENT VETERAN'S PREFERENCE CERTIFICATION**

\_\_\_\_\_ (NAME OF CONSULTANT) hereby certifies the following in regard to application of the resident veteran's 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 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 \$5M allowing me the 7% preference discount on this solicitation. 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 December 31 the following to be true and accurate."

"In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Consultant Preference under Section 13-1-21 or 12-1-22 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.*

## APPENDIX 4

### CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A. "Conflict of Interest Disclosure" A disclosure of clients represented and a formal statement of whether there is any real or perceived conflict of interest in representing the issues and advocacy for the TCD, 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 circumstance 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 fact 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)

## APPEDIX 5

### NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, and 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; (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 website link to additional information: <http://insurenemexico.state.nm.us/> .
- D. For Indefinite Quantity, Indefinite Delivery contract (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 6  
ACKNOWLEDGEMENT OF RECEIPT FORM  
ON-CALL PROFESSIONAL ENGINEERING SERVICES  
RFP**

1. Complete RFP copy beginning with Title page and ending with Appendix 6.

2. Addendum/Amendment No. \_\_\_\_\_

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

The Acknowledgement of Receipt should be signed and returned to the Procurement Manager no later than the close of business December 5, 2022. Only potential Offerors who elect to return this form completed indicating intention of submitting a proposal will receive copies of Offeror questions and responses as well as RFP addendums/amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

Firm Does / Does Not (circle one) intend to respond to this Request for Proposal