

**FIRST CHOICE COMMUNITY  
HEALTHCARE, INC**

**BIDDING DOCUMENTS  
AND  
SPECIFICATIONS FOR**

**EDA GRANT AWARD NO. 08-01-05139**

**HEALTHCARE WORKFORCE TRAINING CENTER INFRASTRUCTURE**

**MARCH 10, 2020**

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## **ADVERTISEMENT FOR BIDS**

### Notice to Bidders

Notice is hereby given that bids will be received by First Choice Community Healthcare for site work, earthwork, grading and drainage, public right-of-way work, and installation of domestic water, sanitary sewer, storm sewer and other appurtenances such as retaining walls, site walls, and fencing to help support the workforce training center and campus expansion on the South Valley Commons campus in the South Valley of Albuquerque. The project is located on 3.0290 acres at 2025 Isleta Blvd. SW, Albuquerque, New Mexico.

Total land disturbance will be 3.27 acres. The construction staging area will be located on the adjacent lot to the west of this lot. Best Management Practices (BMP) will be implemented including the installation of straw bales, silt fences, berms, and other measures to minimize impacts to storm water and mitigate dust and noise impacts from construction. Construction will only occur from 7:00 a.m. to 5:00 p.m. to minimize noise impacts in the project areas.

All documents included in this IFB package may be accessed on our website at <http://www.fcch.com/about-us/rfps-rfqs>.

All bids must be sealed and delivered to First Choice Community Healthcare, Attn: Deborah Halterman, Administration Building C, 2001 N Centro Familiar SW, Albuquerque, NM 87105 by 3 p.m. April 10, 2020.

Soliciting information about this IFB after the release date through personal contact with anyone within FCCH or the Architect may disqualify the BIDDER. BIDDERS shall only contact FCCH during the bidding process through written questions via email to [RFP\\_SV\\_Expansion@FCCH.com](mailto:RFP_SV_Expansion@FCCH.com).

A non-mandatory, pre-proposal meeting and site visit will be conducted at 10 a.m. March 18, 2020. Attendance is recommended. Bidders may request access for additional site visits via email to [RFP\\_SV\\_Expansion@FCCH.com](mailto:RFP_SV_Expansion@FCCH.com).

All bids must remain valid for 60 (sixty) days following the bid due date. Any costs incurred by BIDDERS during the development of their bid or associated work will not be reimbursed.

First Choice Community Healthcare **HEREBY RESERVES THE RIGHT** to reject any and all bids and to select the bid deemed most advantageous to FCCH.

Ad Publishing Dates: March 10  
March 12  
March 17  
March 24

## INSTRUCTIONS TO BIDDERS

### **Timeline:**

<b>Event</b>	<b>Responsible Party(ies)</b>	<b>Date</b>	<b>Location</b>
Publish IFB	FCCH and Architect	03/10/2020	Albuquerque Journal; www.FCCH.com;Academy Reprographics
Pre-proposal Site Visit	FCCH, Architect, Potential Bidders	03/18/2020 10 a.m.	2001 N Centro Familiar SW, Bldg C, Administration & Finance
Submission of Final Written Questions	Potential Bidders	04/03/2020	Email to RFP_SV_Expansion@FCCH.com
Release of Last Addendum	FCCH and Architect	04/06/2020	www.FCCH.com; Academy Reprographics
Submission of IFB Proposal	Bidders	04/10/2020 3 p.m.	First Choice Community Healthcare, Attn: Deborah Haltermann, 2001 N Centro Familiar SW, Albuquerque, NM 87105
Public Opening of Proposals	FCCH, Architect, Bidders	04/13/2020 10 a.m.	2001 N Centro Familiar SW, Bldg C, Administration & Finance
Proposal Evaluation	FCCH, Architect	Thru 04/17/2020	FCCH
Notice of Award	FCCH	04/20/2020	FCCH
Contract, Performance Bond, Payment Bond, Insurance Certificates, W-9	FCCH and Responsive Bidder	04/30/2020	FCCH
Notice to Proceed	FCCH	05/04/2020	FCCH

### **Receipt and Opening of Bids:**

First Choice Community Healthcare (hereinafter called OWNER), invites bids on the Bid Form, all blanks of which must be appropriately filled in, in ink.

The OWNER may consider informal and non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn within sixty (60) days after the actual date of the opening thereof.

### **Pre-Bid Site Visit:**

A pre-bid meeting between the OWNER, prospective bidders, suppliers, etc., will be held to answer any questions concerning the work. No addenda will be issued at this meeting. Subsequent thereto, if necessary to clear up any written questions, a written addendum will be issued by the OWNER to all pre-bid conference attendees. The pre-bid meeting will be held at the place, time and date indicated in the Invitation to Bid, unless re-scheduled by Addendum. Interested parties are not required to attend but it is highly advisable.

### **Inspection of Site:**

Each BIDDER may visit the site of the proposed work after the Pre-Bid Conference by contacting FCCCH via RFP\_SV\_Expansion@FCCCH.com to fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The BIDDER should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other U.S. Economic Development Administration Requirements, and Contract Documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself with the conditions there existing and the OWNER will be justified in rejecting any claim for extra time, or compensation, or both, based on facts regarding which Contractor should have been on notice as a result thereof.

### **Preparation of Bid and Use of Bid Form:**

These contract documents include a complete set of bidding documents. The BIDDER shall copy all documents listed in the table of contents under the heading Bidding Documents and shall submit his bid on these forms. A bid shall be comprised of the Bidding Documents completed by the BIDDER plus supplemental information required by the specifications and documents or deemed necessary by the BIDDER to fully describe his offering.

If any of the information submitted as part of the bid is considered to be proprietary by the BIDDER, he shall identify such in his bid.

- a) Preparation. Each bid shall be carefully prepared using the bid form included as a part of the bid documents. Entries on the bid form shall be typed, using dark black ribbon, or legibly written in black ink. Prices shall be stated in words and figures except where the forms provide for figures only. In case of discrepancy, the amount shown in words will govern.

The BIDDER shall acknowledge, in the space provided in the bid form, receipt of each addendum issued for the specifications and documents during the bid period.

- b) Signatures. Each BIDDER shall sign the Bid Form with his usual signature and shall give his full business address. The BIDDER's name stated on the Bid Form shall be the exact

legal name of the firm. The names of all persons signing should also be typed or printed below the signature.

Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. A complete list of the partners shall be included with the Bid Form.

Bids by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation.

- c) Submittal. The original Bid Form and package and four (4) identical copies, shall be transmitted to arrive at the designated address not later than the date and time stipulated in the Legal Notice and Invitation to Bid.

Submit the original Bid Package and four signed copies to:

First Choice Community Healthcare  
Attn: Deborah Halterman  
2001 N Centro Familiar SW  
Albuquerque, NM 87105

Each bid package must be submitted in a sealed envelope bearing on the outside the name of the BIDDER, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid package must be enclosed in another envelope addressed as specified in the bid form. No telegraphic bid package shall be accepted.

**Disclosure by Bidder:**

Each BIDDER shall submit with the bid documents, his statement showing his experience record in performing the type of work embraced in the contract, his organization and equipment available for the work contemplated. The OWNER shall have the right to take such steps as it deems necessary to determine the ability and responsibility of the BIDDER to perform his obligations under the Contract and the BIDDER shall be responsive in furnishing the OWNER all such information and data for this purpose as it may request. OWNER reserves the right to reject any bid where an investigation of the available evidence or information does not satisfy the OWNER that the BIDDER is responsible to carry out properly the terms of the Contract. This shall also apply to any proposed subcontractor(s).

**Subcontracts:**

The BIDDER is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the OWNER, and that a statement for each proposed subcontractor and the class of work they are to perform must also be submitted with the bid documents.

**Bid Security:**

Each bid must be accompanied by cash, certified or cashier's check, or a bid bond, duly executed by the BIDDER as principal and having as surety an Approved Surety Company listed in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570), in the amount of not less than five (5%) percent of the bid. Such cash, checks, or bid bonds will be returned to all except the three lowest BIDDERS within fifteen (15) days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the OWNER and the accepted BIDDER have executed the contract or if no award has been made, within sixty (60) days after the date of the opening of bids. The bid security will be returned upon demand of the BIDDER at any time thereafter, so long as he has not been notified of the acceptance of his bid.

**Addenda and Interpretations:**

No oral interpretations by OWNER and its representatives shall be binding upon OWNER as to the meaning of the plans, specifications, contract documents, or other pre-bid documents. Every request for such interpretation should be made via email to RFP\_SV\_Expansion@FCCH.com and must be received at least ten (10) days prior to the date fixed for the opening of bids in order to be considered. Any and all such interpretations and any supplemental instructions can be accessed at <http://www.fcch.com/about-us/rfps-rfqs> not later than three (3) days prior to said date. It will be the BIDDER's responsibility to inquire as to any addenda issued and failure of any BIDDER to receive any such addenda or interpretation shall not relieve such BIDDER from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents and each BIDDER shall acknowledge receipt of each addendum on the Bid Form.

**Telegraphic Modification:**

Any BIDDER may modify his bid by telegraphic and/or telefax communication to (505) 873-7473 at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic or telefax communication is received by the OWNER prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the telegraphic or telefax modification over the signature of the BIDDER was also mailed prior to the closing time. The telegraphic or telefax communication should not reveal the total bid price, but should provide the addition or subtraction, or other modification, so that the final prices or terms will not be known by the OWNER until the original sealed bid is opened.

Revised bids submitted before the opening of bids, whether forwarded by mail, telegram, or telefax if representing an increase in excess of two percent (2%) of the original bid must have the bid security adjusted accordingly; otherwise the bid will not be considered responsive.

If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic or telefax modification.

**Time for Receiving Bids:**

Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the OWNER that the non-arrival on time was due solely to delay in the mails for which the BIDDER was not responsible, such bid will be received and considered.

BIDDERS are cautioned that, while telegraphic or telefax modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection for non-responsiveness.

**Opening of Bids:**

At the time and place fixed for the opening of bids, the OWNER will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. BIDDERS and other persons properly interested may be present, in person or by representative. OWNER will only read aloud the total fixed price of each bid; no unit pricing will be disclosed.

**Withdrawal of Bids:**

Bids may be withdrawn on written, telegraphic, or telefax request dispatched by the BIDDER in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the BIDDER is placed in the mail and postmarked prior to the time set for bid opening. The bid security of any BIDDER withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

**Award of Contract: Rejection of Bids:**

The contract will be awarded to the responsive and responsible BIDDER submitting the lowest bid complying with the conditions of the Legal Notice and Invitation for Bids. The BIDDER to whom the award is made will be notified at the earliest possible date. The OWNER, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.

The OWNER reserves the right to consider as not responsible any BIDDER who does not compose a team of contractors and subcontractors that habitually perform with its own forces the major portions of the work involved in construction of the improvements embraced in this contract.



**Execution of Agreement: Performance and Payment Bond:**

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful BIDDER shall execute and deliver to the OWNER two original agreements in the form included in the contract documents.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful BIDDER shall, within the period specified in the preceding paragraph, furnish a Performance Bond and Payment Bond, each in a penal sum not less than the full amount of the contract as awarded, as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bonds shall bear the same date as, or a date subsequent to that of the agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds must be from approved Surety Companies listed in the U. S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Failure of the successful BIDDER to execute such agreement and to supply the required bonds and insurance certificates within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant in writing, based upon reasons determined sufficient by the OWNER, shall constitute a default, and the OWNER may either award the contract to the next lowest responsive and responsible BIDDER or readvertise for bids, and may charge against the defaulting BIDDER the difference between the amount of the defaulted bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the bid bond amount. If a more favorable bid is received by readvertising, the defaulting BIDDER shall have no claim against the OWNER for a refund.

**Liquidated Damages for Failure to Enter into Contract:**

The successful BIDDER, upon his failure or refusal to execute and deliver the contract, bonds and insurance certificates required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages (and not as a penalty) for such failure or refusal, the security deposited with his bid.

**Time of Completion and Liquidated Damages:**

BIDDER must agree to commence work on or before a date to be specified in a written Notice to Proceed issued by the OWNER and to fully complete the project within one hundred eighty (180) days, as provided in Article 2.3.1 of the Agreement.

BIDDER must agree also to pay as mutually agreed to liquidated damages, and not as a penalty, the sum of five hundred dollars (\$500.00) per day for each consecutive calendar day thereafter, as provided in said Article 3.5 of the Agreement.

**Laws and Regulations:**

The BIDDER's attention is directed to the fact that all applicable federal, state and local laws, statutes, ordinances, codes and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**Equal Employment Opportunity:**

Attention of BIDDERS is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, handicap, or national origin.

**Subsurface Conditions:**

Each BIDDER shall be responsible for determining prior to bidding, the types of subsurface materials which will be found. Test borings have been made on the site, the locations and logs of the test borings are included in the contract documents.

It is to be expressly understood and acknowledged by the BIDDER, that any information on subsurface materials made available by OWNER is for BIDDER'S convenience but there is no expressed or implied guarantee of the data given, or of the interpretation thereof.

All excavation for this project will be unclassified and the BIDDER shall be responsible for investigating and satisfying himself of subsurface conditions (including the presence or likelihood of encountering rock or rock-like materials and debris) prior to submitting his bid, which shall include any and all costs BIDDER associates with avoiding, managing or removing said subsurface conditions without claim for extra compensation against OWNER.

**Disposal of Excess Materials:**

After backfilling and compacting any temporary trenches backfill or removing temporary earthen structures, there may be in some instances an excess of soil material over that required to bring the backfill up to the original grade. In such cases where there is an excess of material, BIDDER shall load and haul it away from the job site and dispose of it in a legal manner so as not to trespass, adversely impact any protected wetlands, adversely impact the 100-year flood plain, adversely impact any endangered species, or otherwise create drainage diversions or impoundments. Disposal of excess materials shall be subsidiary to other bid items, and shall not be paid for separately.

**Temporary Dust, Erosion and Sediment Control:**

The BIDDER is expected to conduct his work in such a manner as to minimize any soil erosion or sediment runoff from the construction site. During construction, the BIDDER shall take the necessary precautions to see that erosion is controlled and sediment runoff is prevented so as to protect the quality of any neighboring water bodies.

A Storm Water Pollution and Prevention Plan (SWPPP), National Pollution Discharge Elimination System (NPDES), and County of Bernalillo grading permit are required for this project prior to any work.

All local and federal laws regarding excavation shall apply and all work shall be in conformance with all regulations governing the disturbance of construction site areas.

The BIDDER and OWNER shall be designated as separate permittees, and the BIDDER is responsible for meeting the requirements as itemized in the Project Manual. BIDDER is responsible for payment of all applicable fees and permits related to the SWPPP approval process and for full cost of control measures for the project.

BIDDER shall prevent fugitive dust from originating on and blowing from construction site, in accordance with local ordinances and regulations. Failure to do so will subject BIDDER to payment of fines assessed against OWNER by the local agency having jurisdiction.

### **Safety Provisions:**

BIDDER shall provide barricades, flares, warning signs, and/or flagmen so as to eliminate danger and inconvenience to the public, railroad and job site personnel. In addition to any other requirements of the Contract Documents, the BIDDER shall be responsible for familiarity and compliance with all Federal (OSHA), EDA, State, County, Railroad and local safety rules, laws and requirements with particular attention to be given to excavation and trench safety requirements, as well as work in public right-of-ways, roadways, sidewalks, etc.

### **Protection of Property and Existing Utilities:**

Within developed areas, all public and private property along and adjacent to the BIDDER'S operations, including lawns, yards, shrubs, drainage gradients, trees, sidewalks, and roadways shall be adequately protected, and when damages occur, they shall be repaired, replaced, or renewed or otherwise put in a condition equal to or better than that which existed before the BIDDER caused the damage or removal.

An attempt has been made to show all known existing utilities on the PLANS, but the possibility remains that some underground utilities may exist that have not been shown. The BIDDER, through mandatory contact with local utility owners, shall keep himself informed and take such precautions as necessary to avoid damage.

### **Wages and Hours:**

The most recent wage rate determination from the U.S. Department of Labor for Bernalillo County as locally adopted is a part of these specifications and controls minimum wage, hour and any fringe benefits.

Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

A copy of the wage rate schedule must be posted at the job site in both English and Spanish and kept posted in a conspicuous place on the site of the project at all times during construction. The BIDDER shall familiarize himself with the included General Conditions Section entitled "Wage and Labor Standard Provisions", and with the E.D.A. requirements regarding Davis-Bacon and related Act compliance. Copies of the wage rate schedule are included herein, but the responsibility for posting and keeping posted rests upon the BIDDER.

**Federal Participation Disclosure:**

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

**Debarment:**

OWNER will confirm that the successful bidder and any proposed subcontractors are registered in [SAM.gov](http://SAM.gov) and are not on the debarred/suspension list.

**Guarantee:**

The BIDDER shall guarantee the work for a period of one (1) year after date of Substantial Completion in writing by the OWNER. During this period, the BIDDER shall make any repairs and/or replacements of defective materials and corrections due to poor workmanship, all as may be required for full compliance with the Specifications. This guarantee shall apply to all matters reported by the OWNER in writing within said one (1) year period and this guarantee shall be included in the coverage period set forth in the Performance Bond. The BIDDER shall conduct a warranty inspection with the OWNER 11 months following the date of substantial completion to identify any deficiencies in the work. The BIDDER shall make any repairs and/or replacements of defective materials and corrections due to poor workmanship, all as may be required for full compliance with the Specifications.

**All Bills Paid Affidavit:**

The successful BIDDER shall submit an affidavit indicating that all subcontractors and suppliers have been paid prior to receiving final payment for this work. The BIDDER shall submit lien waivers from each subcontractor and supplier as proof of payment.