

REQUEST FOR PROPOSALS

FOR

**SCHEDULE I: INFRASTRUCTURE ASSESSMENT
SCHEDULE II: VULNERABILITY ASSESSMENT**



DEADLINE FOR RESPONSE:

**OCTOBER 4, 2017
4:30 PM**

PREPARED BY:

Jeanette Bustamante, Chief Procurement Officer
Middle Rio Grande Conservancy MRGCD
P.O. Box 581
Albuquerque, New Mexico 87103
(505) 247-0234

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

The District 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 the District by the Conservancy Act of 1923 to provide flood control, drainage, and irrigation. The District employs approximately 200 people and operates five (5) offices; with the central office located at 1931 Second Street, SW Albuquerque, New Mexico.

The District encompasses 150 river miles, extending along the Middle Rio Grande Valley from downstream of Cochiti Dam to the north boundary of Bosque Del Apache, and varies from 1 to 5 miles in width. The District's boundaries enclose 277,760 acres, of which 128,787 were defined as irrigable. Irrigable acreage includes about 28,500 acres of Indian land. Urbanization and water rights transfers have reduced the currently irrigated acreage to about 60,000 acres. Many small plots in urban areas continue to receive irrigation water, and at present there are 10,000 over property owners that use District facilities for irrigation.

The District serves six Middle Rio Grande Pueblos including Cochiti, Santo Domingo, San Felipe, Santa Ana, Sandia and Isleta. The major functions of the District are to divert, transport and deliver irrigation water efficiently to 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 drains to intercept leakage from the river channel and control groundwater elevations.

The District is a governmental entity, with taxing authority, governed by a publicly elected Board of Directors. The Board of Directors consists of seven elected members as follows: 1-member, Sandoval County; 3-members, Bernalillo County; 1-member, Valencia County; 1-member, Socorro County; and 1-member, At-Large. Terms are four years each with staggered elections on odd numbered years. The contractor will present the board with 2 updates on the contract progress and a final presentation on the report produced by the contractor. The board will be given the opportunity to review the report and request revisions.

PURPOSE OF THIS REQUEST FOR PROPOSAL

The Middle Rio Grande Conservancy MRGCD (MRGCD) requests proposals for qualification based proposals from one or more individuals or firms for Professional Services:

Schedule I – Infrastructure Assessment

Schedule II – Vulnerability Assessment.

Offerors can propose on both or one of the Schedules, and the MRGCD will evaluate each Schedule independently and shall award as separate contracts. Contractors awarded may be required to collaborate on certain aspects of these services, and the MRGCD will discuss this when contracts are being finalized.

GENERAL INFORMATION

TIME - PLACE - AWARD

All Proposals must be made in the manner prescribed in these specifications.

Envelopes shall be clearly marked “**PROFESSIONAL SERVICES SCHEDULE I OR SCHEDULE II**” on the lower left-hand corner. The filing date and time marked or stamped on the envelope by MRGCD shall be conclusive evidence of the date and time the Proposal was filed.

Proposals may be mailed, but to be considered must be received by or before the close of business, Monday October 2, 2017 at the MRGCD office.

Middle Rio Grande Conservancy MRGCD
Jeanette Bustamante, Procurement Manger
Post Office Box 581
1931 Second Street, SW
Albuquerque, New Mexico 87103

DEFINITION OF TERMINOLOGY

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

“Acknowledgement of Receipt/Distribution List: means the form that identifies potential offerors that wish to have their name placed on the procurement distribution list. Each offeror shall hand deliver, email or by certified mail return to the Procurement Manager the “Acknowledgement of Receipt Form” that accompanies this document as Appendix 7.

“MRGCD” means the Middle Rio Grande Conservancy District

“Addendum”/“Addenda” a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects, or changes the Request for Proposal(s)

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

“Close of Business” shall mean 4:30 p.m. local standard time.

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 16978 57-3-A-1 to 57-3A-

“Contract” means the agreement(s) for professional services awarded and entered into under this solicitation.

“Contractor” shall mean successful Offeror.

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

“Determination” means the written documentation of a decision of the Procurement Manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains (13-1-52 NMSA 1978).

“Evaluation Committee” means a group appointed to perform the evaluation of proposals. The objective of the Evaluation Committee is to evaluate, score, rank the proposals and recommend the Offeror whose proposal is most responsive and in compliance with the specifications and requirements of the RFP.

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

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if applicable.

“*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 Offeror’s proposal, without exception.

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

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

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

“*Owner*” is synonymous with the MRGCD.

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

“*Purchase Order*” means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

“*Request for Proposal*” or “*RFP*” means all documents, including those attached or incorporated by reference, used for soliciting proposals (13-1-81 NMSA 1978).

“*Responsible Offeror*” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his, or its 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 (13-1-83 NMSA 1978).

“*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 proposal, including all mandatory requirements. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (13-1-85 NMSA 1978).

“*Statement of Concurrence*” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirements(s). This statement shall be included in Offerors proposal (e.g. “We concur”, “Understands and Complies”, “Comply”, “will Comply if Applicable”, etc.)

The terms, “*must*”, “*shall*”, “*will*”, “*is required*”, identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the Offerors proposal.

TERMS/CONTRACTS

Subject to funding availability, contracts awarded pursuant to this solicitation will have an initial term commencing on or about October 9, 2017, or as soon as possible thereafter. In no case shall a term of a contract including original and all amendments exceed a total of four (4) years in duration. Due to institutional funding constraints, there is no guarantee that any work will be conducted as a result of this solicitation.

SECTION II
CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements.

A. SEQUENCE OF EVENTS

<u>ACTION</u>	<u>RESPONSIBILITY</u>	<u>DATE</u>
Issue of RFP	MRGCD	September 5, 2017
Deadline for Submission of Acknowledgement of Receipt Form	Offeror	September 11, 2017
Deadline to submit Written Questions	Offeror	September 18, 2017
Response to Written Question (Addenda)	MRGCD	September 25, 2017
Pre-Proposal Conference	MRGCD/Offeror	September 25, 2017
Deadline for Submission of Proposal	Offerors	October 4, 2017
Proposal Evaluation, Short-listing	MRGCD	October 5-6, 2017
Notice to Finalist(s)/Non-Finalists	MRGCD	October 9, 2017
Best and Final Offers	Offeror	October 12, 2017
Presentation/ Demonstration	MRGCD/Offeror	TBD
Recommendation/Approval	MRGCD	TBD
Notice of Award	MRGCD	TBD
Protest	Offerors	As per Section II B - 11

B. EXPLANATION OF EVENTS

1. Distribution of RFP Document

This RFP is issued by the MRGCD Purchasing Department 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. Receipt of a Proposal from firms not included on the distribution list may result in immediate disqualification.

2. Acknowledgement of Receipt Form

“Acknowledgement of Receipt Form” - Potential Offerors must return the “Acknowledgement of Receipt Form” that accompanies this RFP (See Appendix 7), to have their name 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 on **September 11, 2017**.

The procurement distribution list will be used for the distribution of written responses to questions. This will also insure that you will receive copies of all Offeror written questions and the MRGCD written responses to those questions as well as RFP amendments, if any are issued.

3. Deadline to Submit Initial Written Question

Potential Offerors may submit initial question to the Procurement Manager as to the intent or clarity of this RFP until September 18, 2017. All written question must be addressed to the Procurement Manager as declared in Section I General Information. Written responses to the initial written question will be distributed to all Offerors on the Distribution List on September 25, 2017.

4. Pre-Proposal Conference

A pre-proposal conference will be held Monday September 25, 2017 at 10:00 a.m. Mountain Standard Time /Daylight Time in the Middle Rio Grande Conservancy District Conference Room, 1931 Second Street, SW. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager. The identity of the firm or individual submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. A public log will be kept of the names of potential Offeror(s) that attend the pre-proposal conference.

In the event a potential offeror is unable to attend the pre-proposal conference meeting, please email or call the Procurement Officer jeanette@mrgcd.us or 505-247-0234 no later than Wednesday September 20, 2017, and arrangements will be made for participation via a conference call.

5. Submission of Proposal

All Offeror proposals must be received for review and evaluation, no later than 4:30 p.m. Wednesday October 4, 2017, addressed to the MRGCD P.O. Box 581, Albuquerque, New Mexico 87103. The MRGCD will date and time stamp the sealed envelope upon receipt. It is the responsibility of the Offeror to ensure that proposals are received at the address listed above prior to the deadline. Proposals received after this deadline will not be accepted. Proposals must be sealed and labeled on the outside of the package to clearly indicate response to the **PROFESSIONAL SERVICES SCHEDULE I OR SCHEDULE II PROPOSAL**. Proposals submitted by facsimile or any other electronic method WILL NOT BE ACCEPTED.

The date and time of receipt will be recorded on each proposal. A public log will be kept of the names of all offerors that timely submitted a proposal. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to award of contract.

6. Proposal Evaluation/Short listing

The Evaluating Committee will evaluate all proposals on **October 5-6, 2017**. 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 for interviews.

7. Notice of Finalists/Non-Finalists

Each responsive Offeror will be notified in writing on **October 9, 2017** whether their proposal has been shortlisted. A public log will be kept of the names and rankings of all Offerors shortlisted for interviews.

8. Best and Final Offer

Finalist may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by **October 12, 2017**. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

9. Oral Presentation (TBD)

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each offeror presentation if required. All offeror presentations will be held at the MRGCD office Albuquerque, NM, and oral presentation will be limited to one (1) hour in duration.

10. Notice of Award

The MRGCD reserves the right to award the coverage in whole or as stand-alone products. The Procurement Officer will notify all finalists in writing of the final award.

11. 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 offerors shall begin on the day following the contract award. 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. Protests received after the deadline will not be accepted.

The protest must be addressed and delivered to as follows:

Ms. Jeanette Bustamante
Administrative Officer/Procurement Manager
Middle Rio Grande Conservancy MRGCD
PO Box 581
Albuquerque, NM 87103-0581
505 247-0235 ext. 1329
jeanette@mrgcd.com

C. *GENERAL REQUIREMENTS*

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or 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 shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state MRGCD which may derive from this RFP. The state MRGCD entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the MRGCD awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. 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 the transmittal letter. The MRGCD personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors 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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

A. Proposals will be kept confidential until negotiations and the award are completed by the MRGCD. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

B. 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.

C. Confidential data is restricted to:

1. confidential financial information concerning the Offeror's organization;
2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
3. PLEASE NOTE: 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 State Purchasing Division or the MRGCD 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.

9. No Obligation

This RFP in no manner obligates the MRGCD to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

11. 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 MRGCD decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The MRGCD requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied, in writing, by the MRGCD through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an MRGCD and a contractor will follow the format specified by the MRGCD and contain the terms and conditions set forth in the Sample Contract Appendix 8. However, the contracting MRGCD reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The MRGCD discourages exceptions from the contract terms and conditions as set forth in the

RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the MRGCD, the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX 8) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The MRGCD may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the MRGCD and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the MRGCD and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives

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

20. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the MRGCD written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or MRGCD contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

22. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

23. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the MRGCD.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring MRGCD written permission.

24. 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. (See also Section II.B.5, Response to Written Questions).

25. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the MRGCD, the Offeror acknowledges that the version maintained by the MRGCD shall govern.

SECTION III

RESPONSE FORMAT AND ORGANIZATION:

This section describes the format and organization of the Offerors responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. Number of Responses

Offerors shall submit only one proposal.

B. Number of Copies

Offerors shall deliver one (1) original and three (3) identical copies of their proposal.

C. Proposal Format

Letter of Transmittal

Include at-least the following information:

1. Name, address and telephone number of offeror;
2. Name and telephone number of primary contact;
3. Signature of the offeror or of an officer or employee who certifies that he/she has the authority to bind offeror;
4. Date of the proposal;
5. A statement that offeror, if awarded the contract, will comply with all terms and conditions set forth in this RFP;
6. A statement that offeror's proposal is valid for sixty (60) days after the deadline for submission of proposals.

D. Mandatory Forms or Statement of Concurrence:

Campaign Contribution Disclosure Form Appendix 1 and Debarment and Suspension Form - Appendix 2, NM Employees Health Coverage - Appendix 4, NM Pay Equity - Appendix 5, Conflict of Interest Affidavit – Appendix 6; and Acknowledgement of Receipt Form - Appendix 7

SECTION IV STATEMENT OF WORK

SCHEDULE I - INFRASTRUCTURE ASSESSMENT

Summary of Services

The Middle Rio Grande Conservancy District (District) is seeking a qualified firm to prepare an assessment, which examines the District's system-wide infrastructure capacity and identifies potential water efficiencies gained through new infrastructure, changes to existing infrastructure or procedural changes during the processes of conveying and distributing water within the District. The contractor must have broad experience in modernization of a wide range of irrigation features, and must be very familiar with a wide range of modernization options. The contractor will evaluate current sources of loss or inefficiencies within the system and develop recommendations for improvements to operations, management and infrastructure that will enhance effectiveness and efficiency in water delivery and service. Work on this project should be expected to begin on or after October 15, 2017, and to be completed no later than August 15, 2018.

Contract Period is 10 months in length starting from Notice of Award.

Scope of Services

The District has been awarded a grant from the US Bureau of Reclamation (the Bureau) for the development of a Drought Contingency Plan (DCP). The DCP will prioritize actions to enhance District's ability to provide dependable water supply during drought, while reducing the area's exposure and vulnerability to prolonged or permanent water shortages. The DCP is specifically intended to evaluate water supplies, infrastructure, and operations of the District.

The DCP will address short term operational decisions that the District may make when drought conditions are present, as well as develop a long-term plan for operational and infrastructure improvements to increase flexibility and performance under drought conditions. These improvements would generally be expected to promote efficiency in the normal day-to-day operation of the District, as well as when operating under drought conditions. The Infrastructure Assessment will inform the long term portion of the DCP that will allow the District to be more resilient in the face of prolonged periods of drought. Concurrently with this RFP, the District has released a request to complete a vulnerability assessment. The District anticipates that the selected contractors will be required to share information for both projects to be successfully completed.

To assist the selected contractor in understanding the existing condition in system-wide capacity, the District will conduct an on-site tour with the contractor to illustrate the location, variety, and capacity of existing infrastructure. It is important to the District that the contractor understand the cultural and historical context of our infrastructure and that some water loss through leakage is anticipated and condoned, and that this cultural heritage to water conveyance infrastructure is maintained as much as possible. In addition to access to the concurrently developed vulnerability assessment, the District will provide records and data that may include staffing, water delivery records, and GIS files with layers of canals and roads. The District anticipates that the Infrastructure Assessment result in recommendations that promote drought resiliency and efficient water distribution in the District during times of drought.

In addition to District records the contractor may be provided with tools and data from other sources in

the study area. For example the Evapotranspiration (ET) toolbox is a decision support tool developed by the United States Bureau of Reclamation in the Middle Rio Grande that estimates daily water use requirements in specific reaches in the Middle Rio Grande (MRG) for the purposes of modeling. The contractor may utilize this tool in the development of the analysis of the District's system. The United States Geological Survey (USGS) collects and maintains gauging station data for the Middle Rio Grande which may be used to quantify the volumes of water that have historically been available to the District.

The contractor will have access to staff to conduct interviews to determine the District's views on potential needs and constraints. Interviews with staff in the field will be conducted to assess the challenges of field personal at all levels as well as delivery and communication procedures that are in place. A systematic analysis of the District infrastructure will occur through field visits to the main distribution canals and the visits to typical lateral systems. The contractor will gain an understanding of the infrastructure within the District system, maintenance procedures, and methods of measurement and the accuracy of those methods. On-site discussions about the types of operational and infrastructure improvements that may be considered will occur between the contractor and the staff during the on-site analysis.

Through discussions with staff, understanding of existing infrastructure capacity and review of the Vulnerability Assessment and other data provided by the District, the contractor will develop a series of options that increase efficiencies and effectiveness in water delivery. These options may include alterations to infrastructure that reduce water losses in the system or increase capacity. It is anticipated that the contractor will include the evaluation of changes suggested by staff during site visits. For example, the Albuquerque Main Canal is built to hold 400 cubic feet per second (cfs) but never has more than 175 cfs, and with a minor change to the infrastructure could increase inline storage of 400 cfs during times of drought while maintaining the regular delivery of 175cfs. The District also requests that the contractor provide novel and creative solutions to increase efficiencies and effectiveness in water delivery that have not been previously examined by the District. The contractor will consider the characteristics of the District system, changes that the District has implemented in recent history, current operations, and the objectives of the District staff. The recommendations will address improvements that can be made to the infrastructure, operations, and management within the District's system. The contractor will compile all of their findings into a comprehensive report that will be included as an appendix in the District's Drought Contingency Plan. The contractor will also be expected to develop and deliver a presentation to the District Board of Directors, the general public, and the Drought Task Force (a stakeholder group within the DCP) on the report and its findings.

The report will be provided to the District in draft form. Subsequent to the District's review and comments, if any, on the draft report, or no later than 45 days from issuance of the draft report, the contractor will provide the District with a final report reflecting and addressing any comments noted by District. The contractor will provide to the District five printed copies of the final report, an electronic copy of the final report, and copies of all data and documents used to compile the report. The contractor will be expected to present the final report and an oral summary of its findings at a regular meeting of the District's Board of Directors. The report, data, and associated documents will become the property of the District at the conclusion of the contract.

Description of tasks

Task 1: Pre- Infrastructure Assessment Activities

- a. Pre-Assessment Meeting: The Assessment will be initiated by a meeting to be attended by the contractor, and the District's representatives. At this pre-assessment meeting, the District will provide electronic and written data to the contractor regarding current and historic District

operations. Records will include water diversions, rates of flow in main canals and laterals, acreage served, information regarding customary irrigation practices, crop types, agricultural crop consumptive use, operational losses (riparian and evaporative demands), etc.

- b. **Compilation of Records:** The contractor will be expected to use data and discussion provided during the pre-assessment meeting to compile an inventory including, but not limited to: River Diversion requirements, Main Canal and Lateral Canal Capacities, Operational losses, operational rules (i.e. Prior and Paramount, Rio Grande Compact, crop types, irrigation policies, environmental, etc.), reservoir conditions (capacity, frequency of fill, typical annual supplemental release), irrigated acreage, etc. when operating normally.
- c. **Tour of Facilities:** The contractor will tour the facilities in the state that store, convey and divert water for the District. The purpose of this tour is to provide the contractor with context about the District's system and not to develop an analysis of the toured facilities. The facilities to be toured will include:
 - El Vado Dam and Reservoir
 - Rio Chama
 - Rio Grande
 - Other reservoirs involved in delivering the District's stored water for District use
 - Cochiti Dam Outlet works which supply District canals
 - Angostura, Isleta, and San Acacia diversion dams

Pre-Assessment activities will be intended to inform the contractor of basic needs and operational functions of District infrastructure, providing a benchmark against which to conduct a field assessment of the expected performance and limitations of that infrastructure operating under drought conditions.

Task 2: Field Assessment

Using information obtained and compiled during pre-assessment activities, the contractor will conduct a physical inspection/evaluation of District infrastructure, with regards to its expected performance during drought.

Physical inspection will include the following facilities:

- a) District Main canals, measurement stations, and check structures
- b) District Lateral canal headings, measurement stations, and check structures
- c) Return flow points, and interconnection of canals and drains where re-use of operational spill water occurs, or may potentially occur.
- d) Water pumping stations
- e) District drainage facilities.

Task 3: Identification of Drought Performance Limitations

Information collected by the contractor during the field assessment will result in the contractor's written report of limitations on District infrastructure to meet required water delivery performance under drought conditions. The drought conditions that the contractor will evaluate include reductions in the District's supplies by 10%, 25%, and 40%.

The contractor will identify the limitations of the District's systems to supply water under all of the

identified reductions in supplies. For example if a main canal, and all of the laterals it supplies, utilizes 40,000 acre feet annually to meet the obligations of the irrigators in that system, what are the limitations in the system that prevent the District from meeting those obligations with a 10%, 25%, and 40% reduction in the water utilized. This report is intended to inform the contractor's development of recommendations for new infrastructure and improvements to existing infrastructure that will allow the District to continue operations under the 10%, 25%, and 40% reductions of water supply.

In the development of the drought performance limitations, the contractor will consider the current drought operations employed by the District. Water deficiencies are addressed through shortage sharing among all irrigators within the District. The exception to this policy is the 8,847 acres of Indian Pueblo Lands that are considered to have a water rights that are "Prior and Paramount" to other water rights within the District. In times of water supply shortages, these lands will receive water preferentially over all other District lands. This is accomplished through a 1981 agreement that allows the Pueblos to store water in El Vado Reservoir, even when storage restrictions are in place under the Rio Grande Compact. When the base flow in the Rio Grande is not sufficient for the irrigation requirements of the "Prior and Paramount" lands, water is released from "Prior and Paramount" storage. In years where this water goes unused, storage is not carried over.

Task 4: Infrastructure Recommendations

The contractor will develop a portfolio of recommendations for the District's infrastructure that will address the infrastructure limitations identified by the contractor. The infrastructure recommendations will include new infrastructure projects as well as improvements that can be made to existing infrastructure. The contractor will develop improvements that will allow the District to continue to deliver water to irrigators under the 10%, 25%, and 40% reduction of supply conditions. The contractor will provide feasibility/planning estimates that will be used for preliminary scoping and budgets.

Task 5: Documentation and Deliverables

a. Draft Report

A draft of the final report will be provided to the District for review by District staff and the Drought Task Force. The District will have 14 days to provide the contractor with comments on the draft document and the contractor will have 45 days from the issuance of the draft report to address comments and concerns that are expressed by the District. The contractor will provide an electronic copy of the draft report and 5 paper copies of the draft report.

b. Final Report

The contractor shall submit full color copies of the report to the District 45 days after the issuance of the draft report. The contractor will supply the District project manager with five paper full color copies of the final report and an electronic pdf version of the report on a compact disk or Universal Serial Bus (USB) drive. Elements of the final report are as follows:

- i. Cover Page with agency name, name of the project, and report date;
- ii. Table of Contents;
- iii. Executive summary;
- iv. Summary of the District: The contractor shall use the compiled records and data provided by the District to characterize the current and historical supplies, demands, and operations of the District;

- v. Infrastructure Limitation Assessment: The limitation Assessment will include a description of the methodologies employed and assumptions made by the contractor in the development of the Limitations Assessment. The contractor will report on the shortcomings of the District's system under drought conditions;
 - vi. Recommendations: The contractor shall develop specific recommendations for improvements that include feasibility/planning estimates, legal restrictions and environmental policies;
 - vii. Appendices as appropriate;
 - viii. Comprehensive list of the personnel that participated in the development of the Infrastructure Assessment.
- c. Presentation of Report

Within two weeks of the submittal of the final report the contractor will present the final report to the Drought Task Force and the Board of Directors.

d. Data

The contractor will provide copies of all data utilized by the contractor in the development of the Infrastructure Assessment. This data is to include but is not limited to GIS files, documents, and reports.

e. Schedule of submissions and reviews

1. The schedule for conducting the Infrastructure Assessment:
2. Pre-Assessment meeting will occur within 15 calendar days of award of contract.
3. Submission of the Draft Report will occur 250 calendar days from award of contract.
4. Written comments will be provided to the contractor within 14 calendar days of the submittal of the draft report to the District.
5. Submission of the final report will occur 45 days following the issuance of the draft report.
6. Presentation of the final report to the Drought Task Force and the Board of Directors within 14 days of report submittal.

SCHEDULE II - VULNERABILITY ASSESSMENT

Summary of Services

The Middle Rio Grande Conservancy District (District) is seeking a qualified firm to prepare an assessment which examines the District's vulnerability to drought and the potential impacts of drought on the District's water supplies. The firm will develop a range of potential future conditions to assess the likelihood of future droughts and the impacts that these droughts will have on the District and its constituents. This Vulnerability Assessment (VA) will result in a report that will review the District's historical water supply, past droughts, and their impacts on water supply; define drought conditions; quantify water use trends across all sectors; identify and evaluate the financial and environmental impacts of drought; and investigate additional factors that contribute to risk. The report is also expected to include a proposed system for objective annual and quarterly evaluation of drought severity and trigger points for contingency management scenarios. Work on this project should be expected to begin on or after October 15th, 2017, and be completed no later than August 15th, 2018.

Scope of Services

The District has been awarded a grant from the US Bureau of Reclamation for the development of a Drought Contingency Plan (DCP). The DCP will prioritize actions to enhance the District's ability to provide dependable water supply during drought, while reducing the area's exposure and vulnerability to prolonged or permanent water shortages. The DCP is specifically intended to evaluate water supplies, infrastructure, and operations of the District.

The DCP will address short term operational decisions that the District may make when drought conditions are present, as well as develop a long-term plan for operational and infrastructure improvements to increase flexibility and performance under drought conditions. These improvements would generally be expected to promote efficiency in the normal day-to-day operation of the District, as well as when operating under drought conditions. The VA will develop a summary of the vulnerabilities, supplies, and identify potential definitions of drought for the District. The contractor will utilize this information to provide potential operational responses that the District may employ in the face of particular drought conditions. Concurrently with this RFP, the District has released a request to complete an infrastructure assessment. The District anticipates that the selected contractors will be required to share information for both projects to be successfully completed.

The contractor will develop a vulnerability assessment that specifically addresses the water supplies of the District. The District is a system that diverts water from both the San Juan Basin through a trans-basin diversion (San Juan Chama Project) and the Rio Grande. The District's allocation from the San Juan Basin, through the San Juan Chama Project, is 20,900 acre-feet of water annually. This allocation will be considered by the contractor as a separate and distinct supply from the native Rio Grande Basin supply available to the District. The District is supplied in its entirety through surface water. There is acknowledgement that there is a connection between surface and ground water supplies in the Rio Grande Valley but for the purposes of the development of a District Drought Contingency Plan the Vulnerability Assessment will only consider surface water supplies.

The contractor will develop a summary of District policies and operations during identified periods of drought. The contractor will describe the District's historical operational and policy responses to drought and what criteria were used to initiate each response. The information to develop the summary will be obtained through District records which will be supplied to the contractor. The summary will be reviewed and considered in the formulation of the DCP.

In the summary of District policies and procedures during times of drought, the contractor will consider

that the District delivers water to six Middle Rio Grande Pueblos. The Pueblos occupy a unique position legally, historically, culturally, and physically within the Middle Rio Grande Valley. Certain Pueblo lands have been designated by the US Congress (1928 Act) as having water rights “Prior and Paramount” to all others in the District. During times of shortage, these lands will receive water preferentially over all other District lands and the District will coordinate with the Bureau of Indian Affairs Designated Engineer to assure water is delivered to Pueblo lands designated as having “Prior and Paramount” rights. Water for delivery to Newly Reclaimed Lands has equal priority with District rights and therefore may be curtailed in favor of identified “Prior and Paramount” lands.

The contractor will utilize the historical water and climate data to develop a definition of drought within the area managed by the District. Conditions to be evaluated include reservoir, climatic, and water supply conditions. Using that definition, the contractor will inventory periods of drought, identify the conditions that have contributed to drought and the financial and environmental impacts that drought has had on the District. The contractor will develop a range of future conditions based on a review of factors that contribute to risk of water shortage when drought conditions are present.

With the development of a range of future conditions the contractor will make an assessment of the degree to which the District is exposed to risk from drought. In this determination the contractor will identify the likelihood of future droughts and the severity of those droughts. Impacts, financial or otherwise, that drought has had on the District and its irrigators will be an important factor in this evaluation.

The VA will conclude with a numerical system that the District may use to annually evaluate drought status, severity, and/or potential when making operational, maintenance, financial, and infrastructure decisions. The system will be revisited quarterly to update the drought status based on changing conditions throughout the year.

The District will work with the contractor to develop data for this project. The District will compile and supply available data to the contractor to aid in the development of a summary of historical water supplies in the Middle Rio Grande Valley. The summary will aid in the identification of climate patterns as well as periods of drought. Various sources of historical climate data are available to the contractor for the Middle Rio Grande Valley. The United States Geological Survey (USGS) has collected stream flow data for multiple locations in the Middle Rio Grande Valley, dating as far back as 1887. The District, the Bureau of Reclamation, the New Mexico Interstate Stream Commission, and the US Army Corps of Engineers also maintain data on reservoir storage, water diversion, and evapotranspiration that are expected to be useful for the VA. A climate reconstruction for over 600 years based on tree-ring data is available through NOAA and the National Institute for Environmental information. Various scholarly publications can be found exploring climate, climate periodicity, and drought in the Rio Grande basin, including accounts of drought through the 1950’s, and more recently 1996 through 2016. These are the examples of data sets that are expected to be utilized to develop an extensive and thorough evaluation of historical water supplies in the Middle Rio Grande.

Additional documents available for review and comparison include the Bureau’s “Upper Rio Grande Impact Assessment”, the Albuquerque Bernalillo Water Utility Authority’s (ABCWUA) “Water 2120 Securing Our Water Future” water management strategy, and the Interstate Stream Commission’s Regional Water Plans.

The contractor will compile all of their findings into a comprehensive report that will be included as an appendix in the District’s Drought Contingency Plan. The contractor will also be expected to develop and deliver a presentation to the District Board of Directors, the general public, and the Drought Task Force (a stakeholder group within the drought contingency plan) on the report findings.

The VA report will be provided to the District in draft form. Subsequent to District's review and comments, if any, on the draft report, or no later than 45 days from issuance of the draft report, the contractor will provide the District a final report reflecting and addressing any comments noted by the District. The contractor will provide the District five printed copies of the final report, an electronic copy of the final report, and copies of all data and documents used to compile the report. The contractor will be expected to present the final report and an oral summary of its findings at a regular meeting of the District's Board of Directors. The report, data, and associated documents will become the property of the District at the conclusion of the contract.

Description of Tasks

Task 1: Pre-Assessment Meeting

The assessment will be initiated by a meeting to be attended by the contractor and the District's representatives. At this pre-assessment meeting, the District will provide electronic and written data to the contractor regarding current and historic District operations and policies. Records will include historical water diversions, discharge records at index gages within the Rio Grande Basin, reservoir conditions, and District Board reports detailing the actions taken by the District during historical droughts. Historical climate data will be supplied to the contractor as well as studies and reports conducted in the Rio Grande Basin that address climate or water supplies and demands.

Task 2: Compilation of Records

The contractor will be expected to use the data and discussion provided during the pre-assessment meeting to compile an inventory including but not limited to: District Water supplies and demands, reservoir conditions, Rio Grande Compact status, and NRCS water supply forecasts and snowpack data. This inventory will cover the period from 1976 to 2016, where records exist. In some cases, older records may also be provided. In addition the contractor may be provided District Board Reports and other documents to develop an inventory of the operational and policy decisions that were employed during the times of drought.

Task 3: Review of Climate Data

The contractor will review available climate studies to inventory the possible range of impacts of climate change on the District water supplies and demands over the next 40 years. Climate studies that the contractor may reference includes the Bureau of Reclamation's "Upper Rio Grande Impact Assessment" (<https://www.usbr.gov/watersmart/wcra/reports/urgja.html>) and its update in the 2016 SECURE report to congress, the National Climate Assessment Report (<http://nca2014.globalchange.gov/report/regions/southwest#intro-section-2>), the New Mexico Water Resources Research Institute's State Water Budget whose data visualization tool will be released in 2017 (<https://nmwrri.nmsu.edu/dynamic-statewide-water-budget-years/>), and other available literature.

Task 4: Summarize Drought Conditions

Using the information obtained and compiled, the contractor will review the conditions that surrounded periods of reduced supplies to identify what factors have historically been indicators of drought. The contractor will review information for periods of reduced supplies, from 1950-present. District staff will identify the specific periods of reduced supplies for the contractor. Conditions that the contractor may evaluate include but are not limited to: reservoir storage, Rio Grande Compact status, snowpack, river discharge at index gages, and climate forecasts.

Task 5: Identification of Drought Triggers and Drought Severity

The contractor will develop a set of possible drought triggers based on the historical drought indicators and climate data compiled by the contractor. The contractor will qualify the drought triggers by drought severity. The drought triggers will be evaluated on an annual basis to determine the District's drought status. The drought status will be updated quarterly by district staff to reflect changing conditions throughout the year. The contractor will acknowledge the possibility of changes in future demands due to climate change and will develop triggers for future consideration in the event that increased demands are observed.

Task 6: Possible Drought Responses

The contractor will develop a set of possible drought responses for District drought policies and management. The possible drought responses will correspond with the drought triggers developed in task 5 of the Vulnerability Assessment.

Drought responses that the contractor might consider include rotational water delivery, rotation of water supplies between District divisions (with considerations for required deliveries to the Pueblos), prioritization of water delivery to crop types, block releases, fallowing/leasing programs, water banking, etc. The contractor is free to propose any and all drought responses, provided such recommendations are consistent with the general policies and the authority of the District.

Task 7: Risk and Opportunity Inventory

The contractor will use the information compiled to develop a range of future conditions for the District. In the projection the contractor will evaluate San Juan Chama Water supplies, total water supplies to the Middle Rio Grande, reservoir conditions, and Rio Grande Compact Status. This range will inform the contractor's inventory of risks to District water supplies and opportunities for the District to utilize changing flow regimes to increase its supplies.

The contractor will develop an inventory of possible risks to and opportunities for the District's water supplies and how they pose a threat to those supplies. Types of risks to be inventoried and evaluated include but are not limited to: reduced native Rio Grande water supplies, reduced San Juan Chama water supplies, and increased sedimentation from catastrophic wildfire in the Rio Grande Water Shed, increased demand, increased depletion from evapotranspiration due to increase in temperature, change in the timing of precipitation, etc.

Task 8: Documentation and Deliverables

The deliverable is a completed Vulnerability Assessment Report that will be included as an appendix to the District's Drought Contingency Plan.

Formats: The Vulnerability Assessment report shall be provided in both electronic format and in hard copy (paper) format.

a. Draft Report

A draft of the final report will be provided to the District for review by District staff and the Drought Task Force. The District will have 14 days to provide the contractor with comments on the draft document and the contractor will have 45 days from the issuance of the draft report to address comments and concerns that are expressed by the District. The contractor will provide an electronic copy of the draft report and five paper copies of the draft report.

b. Presentation of Report

The contractor will present the final report to the Board of Directors or a designated subcommittee and to the Drought Task Force, prior to its final submission to the District.

c. Final Report

The contractor shall submit full color copies of the report to the District 45 days after the issuance of the draft report. The contractor will supply the District project manager with five paper full color copies of the final report and an electronic pdf version of the report on a compact disk or Universal Serial Bus (USB) drive. Elements of the final report are as follows:

- i. Cover Page with agency name, name of the project, and report date;
- ii. Table of Contents;
- iii. Executive summary;
- iv. Summary of the District's Water Supplies and Inventory of Droughts;
- v. Drought Contingency Management Plan;
- vi. Risk Inventory;
- vii. Appendices as appropriate;
- viii. Comprehensive list of the personnel that participated in the development of the Vulnerability Assessment.

d. Compiled Data

The contractor will provide copies of all data utilized by the contractor in the development of the Vulnerability Assessment. This is to include but is not limited to GIS files, documents, and reports.

e. Schedule of submissions and reviews

The schedule for conducting the Vulnerability Assessment:

1. Pre-Assessment meeting will occur within 15 calendar days of award of contract.
2. Submission of the Draft Report will occur 250 calendar days from award of contract.
3. Written comments will be provided to the contractor within 14 calendar days of the submittal of the draft report to the District.
4. Submission of the final report will occur 45 days following the issuance of the draft report.
5. Presentation of the Final Report to the District's Board of Directors within 30 days of report submittal.

SECTION V
MRGCD EVALUATION CRITERIA and EVALUATION FORMS

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation committee, which will determine the ranking of the proposals.

The Procurement Manager may contact the Offeror for clarification of any portion of the Offerors proposal.

Evaluation Weighting and Scoring: The following weighting and points will be assigned for each proposal for evaluation process of Schedule I and Schedule II independently.

Development of Project Requirements: Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology – Include a complete description of the proposed approach and methodology for the project, and understanding of the proposed project.
- B. Work Plan – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. Technical proposal must contain sufficient detail to convey to members of the evaluation committee the Offeror’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of MRGCD staff. The Offeror may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

Relevant Work Experience: Indicate the experience the Offeror and other relevant knowledge, skills and experience that indicates the qualifications to perform the services needed under this RFP.

Staff Qualifications/Experience: Identify the staff who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include demonstrated capacity and the amount of time each will be assigned to the project. Provide resumes for the named staff, which includes information of the individual’s particular skills related to this project, education, experience, significant accomplishment and other pertinent information.

References: Offerors should provide a minimum of three (3) references from similar projects performed for private, state or local government clients within the last three years.

The Evaluation Committee may contact any or all business references for validation of information submitted. Additionally, the MRGCD reserves the right to consider any and all information available to it (outside of the Business Reference information required herein).

Offerors shall submit the following Reference information with the proposal:

- a) Client name
- b) Project Manager, include complete contact information
- c) Project description
- d) Project dates (starting and ending)
- e) Technical services provided
- f) Other pertinent information

ORAL PRESENTATION MAY BE REQUIRED (TBD):

The MRGCD may after evaluating the written proposal elect to schedule oral presentation of the finalists. Should Oral presentations become necessary, the MRGCD will contact the selected finalists to schedule a date and time for presentation. The oral presentation will determine the apparent successful contractor; OR the scores from the written evaluation and the oral presentation combined together will determine the apparent successful contractor.

NEGOTIATIONS - Should the MRGCD be unable to negotiate a satisfactory contract with the contractor considered to be the most qualified at a price determined by the MRGCD to be fair and reasonable; negotiations with that contractor shall be formally terminated. The MRGCD may then undertake negotiations with the second most qualified contractor. The MRGCD reserves the right to discontinue negotiations with any selected Offeror.

Contractors awarded may be required to collaborate on certain aspects of these services, and the MRGCD will discuss this when contracts are being finalized.

EVALUATION FORMS

SCHEDULE I – INFRASTRUCTURE ASSESSMENT

All Proposals must be in writing. Proposals will be scored independently. Aggregate totals will be obtained by adding the score of each evaluating factor as listed below:

NAME OF FIRM OR INDIVIDUAL _____

EVALUATION CRITERIA – SCHEDULE I		MAXIMUM POINTS	POINTS AWARDED
1.	DEVELOPMENT OF PROJECT REQUIREMENTS		
	Development of a clear project plan, documented understanding of the project scope, and a comprehensive plan for completion, based on the SOW. Identification of all phases of project activities which may be required for the described work. Description of the process and development of the critical timelines to complete work.	45	
2.	RELEVANT WORK EXPERIENCE		
	Documented prior experience of similar projects and other evidence that indicates knowledge, skills and abilities suitable for the task described.	30	
3.	STAFF EXPERIENCE AND CAPACITY		
	Technical expertise and experienced staff assigned to the project, assignment of key personnel, availability of staff assigned and demonstrated capacity to meet project timelines.	20	
4.	References	5	
		MAXIMUM POINTS	POINTS AWARDED
		100	
Oral Presentation		25	
TOTAL POINTS AWARDED			
EVALUATED BY:		DATE:	

SCHEDULE II - VULNERABILITY ASSESSMENT

All Proposals must be in writing. Proposals will be scored independently. Aggregate totals will be obtained by adding the score of each evaluating factor as listed below:

NAME OF FIRM OR INDIVIDUAL _____

EVALUATION CRITERIA – SCHEDULE I			
		MAXIMUM POINTS	POINTS AWARDED
1.	DEVELOPMENT OF PROJECT REQUIREMENTS		
	Development of a clear project plan, documented understanding of the project scope, and a comprehensive plan for completion, based on the SOW. Identification of all phases of project activities which may be required for the described work. Description of the process and development of the critical timelines to complete work.	40	
2.	RELEVANT WORK EXPERIENCE		
	Documented prior experience of similar projects and other evidence that indicates knowledge, skills and abilities suitable for the tasks described in the RFP.	25	
3.	STAFF EXPERIENCE AND CAPACITY		
	Technical expertise and experienced staff assigned to the project, assignment of key personnel, availability of staff assigned and demonstrated capacity to meet project timelines.	20	
4.	COST “SCHEDULE II ONLY”		
	Pricing including breakdown of estimated by labor category for each major task	10	
6.	References	5	
		MAXIMUM POINTS	POINTS AWARDED
		100	
	Oral Presentation	25	
TOTAL POINTS AWARDED			

EVALUATED BY: _____

DATE: _____

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 MRGCD 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 MRGCD 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 MRGCD 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 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)”
(John Kelly, Glen Duggins, Karen Dunning, Joaquin Baca, Valerie Moore, Beverly Romero, and Derrick Lente)

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 MRGCD (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 Offerors must provide as a part of their proposals a certification to MRGCD in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this 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 proposals for default.

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

(a)(1) By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its 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 MRGCD;

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

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

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

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

OFFEROR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

APPENDIX 3

RESIDENT BUSINESS AND/OR RESIDENT VETERANS BUSINESS CERTIFICATION (As per NMSA 1978 13-1-22)

New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue

A. **New Mexico Business Preference**

B. **New Mexico Resident Veterans Business Preference**

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

MRGCD shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds

New Mexico Business Preference

New Mexico Resident Veterans Business Preference

NEW MEXICO RESIDENT BUSINESS CERTIFICATION
AND
NEW MEXICO RESIDENT VETERANS BUSINESS CERTIFICATION

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their NM Resident Preference Certificate, and for Resident Veterans Preference, any business wishing to receive this preference must complete and sign the **New Mexico Resident Veteran's Business Certification**, and include with the Offeror's proposal.

NEW MEXICO RESIDENT VETERAN'S BUSINESS CERTIFICATION

“A copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended)”.

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

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference 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 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 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 General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on 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 Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, 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 amount 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 statements 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

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://insurenemexico.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, Offeror agrees to be bound by the terms stated in this form:

Signature of Offeror: _____ Date: _____

APPENDIX 5

NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

- A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.
- B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.
- C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

APPENDIX 6

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date: _____

By: _____
(Authorized Representative)



APPENDIX 7



ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page, and ending with APPENDIX 8.

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than September 11, 2017 to be eligible to submit a proposal(s) under this procurement. This will also insure that you will receive copies of all Offeror written questions and the MRGCD written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

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 Proposal.

This company does/does not intend to respond to this Request for Proposal.
(Circle one)

Jeanette Bustamante, Procurement Manager
Middle Rio Grande Conservancy MRGCD
1931 Second Street, SW
Albuquerque, New Mexico 87102
Phone: 505-247-0234
E-mail: jeanette@mrgcd.us

APPENDIX 8

SAMPLE **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between the MRGCD, hereinafter referred to as "MRGCD," and _____, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the MRGCD.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work/services:

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$ _____. Contractor is responsible for notifying the MRGCD when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations. All invoices **MUST BE** received by the MRGCD no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the MRGCD finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the MRGCD that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the MRGCD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE MRGCD. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the MRGCD's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the MRGCD is the terminating party, or the Contractor's sending of the

notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the MRGCD or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of MRGCD funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE MRGCD'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the MRGCD or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the MRGCD; 2) comply with all directives issued by the MRGCD in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the MRGCD shall direct for the protection, preservation, retention or transfer of all property titled to the MRGCD and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the MRGCD upon termination and shall be submitted to the MRGCD as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the MRGCD Board of Directors for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the MRGCD to the Contractor. The MRGCD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the MRGCD proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the MRGCD and are not employees of the MRGCD. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of MRGCD vehicles, or any other benefits afforded to employees of the MRGCD as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the MRGCD unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the MRGCD.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the MRGCD. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the MRGCD.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the MRGCD, its officers and employees, and the MRGCD from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the MRGCD.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the MRGCD and shall be delivered to the MRGCD no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any MRGCD employee while such employee was or is employed by the MRGCD and participating directly or indirectly in the MRGCD's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the MRGCD; (ii) the Contractor is not a member of the family of a public officer or employee of the MRGCD; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the MRGCD, a member of the family of a public officer or employee of the MRGCD, or a business in which a public officer or employee of the MRGCD or the family of a public officer or employee of the MRGCD has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the MRGCD within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the MRGCD whose official act, while in MRGCD employment, directly resulted in the MRGCD making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the MRGCD.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the MRGCD relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the MRGCD if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the MRGCD and notwithstanding anything in the Agreement to the contrary, the MRGCD may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the MRGCD proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The 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 kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the state, the Contractor assures that no person in the United States shall not discriminate, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor

acknowledges and agrees to the jurisdiction of the courts of the state over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with NM State laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the MRGCD.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the MRGCD, the Department of Finance and Administration and the MRGCD Auditor. The MRGCD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the MRGCD to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the MRGCD and the MRGCD from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the MRGCD and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. 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 MRGCD 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 MRGCD.

C. Contractor agrees to advise all employees of the availability of MRGCD publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

22. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees' contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the state employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the MRGCD Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature.

By: _____
MRGCD

Date: _____

By: _____
Contractor

Date: _____

ATTEST:

David M. Fergeson, Secretary-Treasurer