

**REQUEST FOR BID**

**FOR**

**MRGCD DRAIN OUTFALL SAMPLING AND ANALYSIS PLAN  
SUMMER/FALL 2016**



**DEADLINE FOR RESPONSE:**

**JULY 1, 2016  
11:00 A.M.**

PREPARED BY:

Jeanette Bustamante, Procurement Manager  
Middle Rio Grande Conservancy District  
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**

**PURPOSE OF THIS REQUEST FOR BID (RFB)**

The Middle Rio Grande Conservancy District (MRGCD) is inviting Qualified Bidders to provide a Sampling and Analysis Plan for Summer/Fall 2016 Fisheries Monitoring of select Wasteway/Drain Outfalls. This contract shall be for one (1) year.

Envelopes shall be clearly marked **“MRGCD DRAIN OUTFALL SAMPLING AND ANALYSIS PLAN SUMMER/FALL 2016”** in 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 bid was filed.

Bids can be mailed, but to be considered must be received by or before 11:00 a.m. July 1, 2016 at the MRGCD Office.

Jeanette Bustamante, Procurement Manager  
Middle Rio Grande Conservancy District  
1931 Second Street, SW 87102  
P.O. Box 581  
Albuquerque, NM 87103

This Bid shall encompass this RFB, Scope of Work Exhibit “A” and 7 Appendices. Should any amendment to the RFB be deemed necessary, it will be distributed in writing to all who have returned their Acknowledgement of Receipt Form, and shall also be posted on the MRGCD website <http://www.mrgcd.com>. If an amendment requires a time extension, the submission date will be changed as part of the written amendment.

**SECTION II**  
**CONDITIONS GOVERNING THIS PROCUREMENT**

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

**A. SEQUENCE OF EVENTS**

The Procurement Manager will make every effort to adhere the following schedule:

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
Issue of Bid	MRGCD	June 20, 2016
Deadline for Acknowledgement of Receipt Form	Bidder	June 23, 2016
Deadline to Submit Bid	Bidder	July 1, 2016
Bid Evaluation	MRGCD	July 5-6, 2016
Board Recommendation/Approval	MRGCD	July 11, 2016
Notice of Award	MRGCD	July 12, 2016
Protest	Bidders	July 27, 2016

**B. EXPLANATION OF EVENTS**

1. Issue of RFP: This RFP is being issued by the Middle Rio Grande Conservancy District.
2. Acknowledgement of Receipt Form: Potential Bidders should hand deliver, fax, or e-mail, the "Acknowledgement of Receipt Form" that accompanies this document as Appendix 7 to have their organization placed on the procurement distribution list. . The form should be signed by an authorized representative of the company, dated, and returned by close of business **Thursday June 23, 2016**. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFB, and the potential Bidder's organization name shall not appear on the distribution list.
3. Deadline for Bids: **ALL BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY MRGCD NO LATER THAN 11:00 AM FRIDAY JULY 1, 2016**. Bids received after this deadline will not be accepted. The date and time will be recorded on each bid. Bids must be addressed and delivered to Ms. Bustamante, and labeled **MRGCD Drain Outfall Sampling and Analysis Plan Summer/Fall 2016**. Bids submitted by facsimile will not be accepted.
4. Bid Evaluation: MRGCD will analyze all bids and award the contract to the bidder which is determined

to be most advantageous to the District. MRGCD reserves the right to award all Schedules in whole or individually.

5. Recommendation to the Board: Evaluation Committee will submit to the Board an informal recommendation for their review and approval.

6. Notice of Award: MRGCD will notify all bidders of the awarded bid.

7. Protests: In accordance with Section 13-1-172 NMSA 1978, any offeror who is aggrieved in connection with the award of a contract can protest to the MRGCD. The protest must be submitted in writing within fifteen (15) calendar days after notice of award to:

Ms. Jeanette Bustamante, Procurement Manager  
Middle Rio Grande Conservancy District  
1931 2nd Street SW  
Albuquerque, NM 87102  
505 247-0235 ext. 1329  
[jeanette@mrgcd.us](mailto:jeanette@mrgcd.us)

Protests must include the name and address of the protestant, the name of the solicitation, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

**SECTION III  
MANDATORY REQUIREMENTS**

**A. PRICING**

Only one (1) bid will be accepted on behalf of any firm. Alternate bids will not be accepted.

**B. NUMBER OF COPIES**

Bidders shall deliver one (1) original and two (2) copies of their bid in one envelope.

**C. BID MODIFICATIONS:**

Only modifications received prior to the time specified for the closing will be accepted. No modifications will be accepted following the opening. Technical clarifications of the bid may be requested by the District following the opening.

**D. WITHDRAWAL OF BIDS:**

Bids may be withdrawn with written notice to the MRGCD from an authorized representative any time prior to the award.

**E. LATE SUBMISSION:**

Late submissions of bids will not be considered unless it is determined by the MRGCD that the late receipt was due solely to mishandling by the MRGCD or if the bid is the only one received. All other late submissions will be returned unopened.

**F. MANDATORY FORMS:**

Campaign Contribution Disclosure Form Appendix 1; Debarment and Suspension Form, Appendix 2; NM Health Employees Health Coverage Form, Appendix 4; NM Pay Equity Appendix 5; and Conflict of Interest Appendix 6.

**G. REFERENCES:**

Bids must include three (3) client references from clients who have received similar services. The minimum information that must be provided about each reference is:

- a. Name of individual or company services were provided for
- b. Address of individual or company
- c. Name of contact person
- d. Telephone number of contact person
- e. Type of services provided and dates services were provided
- f. E-mail address (if available)

**H. PERMITS:**

Potential Bidders must possess and include with their bid a copy of their current permit issued by the US Fish and Wildlife Service to sample the Rio Grande Silvery Minnow species. If a permit has not been obtained your bid will not be in compliance with the mandatory requirements and shall be deemed non-responsive.

**I. SCOPE OF WORK:**

**SEE EXHIBIT "A" BELOW**

The purpose of this study is to assess the habitat suitability of drain outfalls as refugia for Rio Grande Silvery Minnow (RGSM) and other fish species and to evaluate fish utilization of these areas during summer drying events. This study seeks to expand on the information gained from previous studies.

**J. EVALUATION OF BIDS:**

Bids will be evaluated by the MRGCD using the criteria listed below. During the evaluation process, the District may seek additional clarification from bidders.

Evaluation criteria as follows:

1. References	5%
2. Bid Amount	35%
3. Scope of Work, Mandatory Requirements and Terms and Conditions	45%
4. Mandatory Forms	15%

**COST RESPONSE FORM:**

**REQUEST FOR BID**

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



**SEALED BIDS**, subject to the conditions below, and will be received at this Office until 11:00 a.m.

July 1, 2016, and then publicly opened, for furnishing the following supplies, and / or services.

Jeanette Bustamante, Procurement Manager

ITEM NO.	ARTICLE OR SERVICES	QUANTITY	UNIT (EACH or HOURLY)	PRICING	
				UNIT COST	TOTAL
1.	SAMPLE FISH IN THE DRAIN OUTFALLS/WASTEWAYS AND THE ADJACENT RIVER TO MONITOR FISH COMMUNITIES, AND SPECIES RELATIVE ABUNDANCE. THE METHOD OF SAMPLING WILL BE BACKPACK ELECTROFISHING IN COMBINATION WITH SEINES, DIPNETS, AND/OR FYKE NETS. A MINIMUM OF 3 DRAINS WILL BE MONITORED A MINIMUM OF 4 TIMES.		PER DRAIN OUTFALL AND RIVER SITE	\$	\$
2.	IF RGSM ARE DETECTED, LOCATION, A STANDARD LENGTH MEASUREMENT, VISUAL ASSESSMENT OF HEALTH, AND MARKED OR WILD FISH WILL BE DOCUMENTED.		PER DRAIN OUTFALL AND RIVER SITE	\$	\$
3.	A MINIMUM OF 3 WATER QUALITY MEASUREMENTS WILL BE COLLECTED FROM EACH DRAIN OUTFALL/WASTEWAY AND THE ADJACENT MAIN CHANNEL. WATER QUALITY MEASUREMENTS WILL INCLUDE TEMPERATURE, PH, SPECIFIC CONDUCTANCE, DISSOLVED OXYGEN AND TURBIDITY.		PER DRAIN OUTFALL AND RIVER SITE	\$	\$
4.	HABITAT TYPE, WATER DEPTH AND FLOW VELOCITY OF ALL TRANSECTS WITHIN ALL SAMPLING LOCATIONS WILL BE DOCUMENTED.		PER DRAIN OUTFALL AND RIVER SITE	\$	\$
5.	PROVIDE DATA ANALYSIS AND A DRAFT REPORT WITHIN 60 DAYS OF PROJECT COMPLETION AND A FINAL REPORT WITHIN 30 DAYS OF COMMENTS RECEIVED. PROVIDE TWO HARD COPIES AND AN ELECTRONIC COPY OF THE FINAL REPORT.				
	<b>OPTIONS</b>				
1.	CONDUCT A MINIMUM OF ONE DEPLETION SAMPLING AT ONE OF THE DRAIN OUTFALL/WASTEWAY MONITORING SITES		PER DRAIN OUTFALL	\$	\$
2.	CONDUCT A MINIMUM OF ONE SPAWNING SAMPLING AT ONE OF THE DRAIN OUTFALL/WASTEWAY MONITORING SITES IN SPRING 2017		PER DRAIN OUTFALL		
3.	CONDUCT PREDATORY FISH GUT SAMPLING FOR PREDATORY FISH 100 MM OR LARGER. FLUSH		PER DRAIN OUTFALL	\$	\$

	STOMACH CONTENTS AND DOCUMENT PRESENCE OF FISH. IF FISH ARE PRESENT, PRESERVE FOR FISH IDENTIFICATION IN THE LAB				
4.	PLACE HESTER-DENDY PLATES IN EACH OF THE DRAIN OUTFALL SITES AT THE BEGINNING OF THE STUDY TO SAMPLE THE INVERTEBRATE COMMUNITY. REMOVE AT THE END OF THE STUDY AND CONDUCT ANALYSIS		PER DRAIN OUTFALL	\$	\$

In compliance with foregoing invitation for bids, and subject to all conditions below, the undersigned offers and agrees, that pricing for this bid shall be good for \_\_\_\_\_ days from date of the opening, to furnish any or all of the items, at the price set opposite each item, and, unless otherwise specified.

Discount of \_\_\_\_\_% will be allowed for payment within 10 days.

BIDDER \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ PHONE # \_\_\_\_\_ E-MAIL \_\_\_\_\_

**BID CONDITIONS**

1. The District reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern. Bids will only be considered on each item separately unless otherwise specified by the district.
2. Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher properly certified by the contractor is received in the latter date is later than the date of delivery. Discounts will be based on invoice price unless otherwise specified on bid.
3. In case of default on the contractor, the District may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
4. No director, officer or employee of the District shall be admitted to any share or part of this contract or to any benefit that may arise therefore, directly or indirectly, unless it is made with a corporation for its general benefit.
5. Time is an important factor in the placing of this order and the District reserves the right to cancel all items not shipped within period agreed by bidder.

**INSTRUCTION TO BIDDERS**

1. Samples of items, when required, must be furnished free of expense, prior to the opening of bids, and, if not destroyed will upon receipt, be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified with packing included.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. If the items bid has a trade name or brand, such trade name or brand must be stated in the bid.
5. To insure prompt payment, bills should be certified as follows: "I certify that the above bill is correct and just, and that payment therefore has not been received."

**NOTE:** In general this form is adaptable for use whether a formal contract is required or not.





**NOTICE**  
**TO ALL BIDDERS/OFFERORS**

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

# **EXHIBIT “A”**

## **SCOPE OF WORK**

### **MIDDLE RIO GRANDE CONSERVANCY DISTRICT DRAIN OUTFALL SAMPLING AND ANALYSIS PLAN**

#### **SUMMER/FALL 2016**

#### **PROJECT OVERVIEW**

This Sampling and Analysis Plan for summer and fall 2016 fisheries monitoring of select wasteway and drain outfalls in the Isleta Reach provides field personnel with detailed instructions on sampling locations, field equipment operations, monitoring methodologies, and operating procedures.

The drain outfalls in the Middle Rio Grande may provide refugial habitat for fish including Rio Grande Silvery Minnow (RGSM), when river flows are low and/or when river drying occurs. When the river experiences drying or very low flows, drain outfalls can be some of very few if any areas along the river that remain wet or have appropriate water temperature and velocity for fish. A refuge implies that it is a temporary habitat and not necessarily the most suitable for RGSM, but may increase survival when there is no other wetted area. It is possible that fish have used these drains as refuge for quite some time, especially when historic river drying was more extensive prior to current water management. They also may become increasingly important as consecutive drought years continue and possibly increase in severity and overbank flooding, oxbows, and backwater habitats continue to decline. There have been several studies done on fish assemblages in the drains. One study found a high number of fish species (18) in the Peralta canal and 122 RGSM when the Isleta Reach was dry in the summer of 2004 suggesting that irrigation canals can function seasonally as refugial habitats for fish (Cowley et. al 2007).

This study and others (Lang and Altenbach, 1994; Wesche et. al, 2010; Archdeacon et. al, 2013; SWCA 2014 & 2015) have also found high numbers of fish species including RGSM in the drain outfalls. Based on the higher number of young of year RGSM in Alejandro in 2015, it is also possible that RGSM may spawn in certain outfall locations. This study is intended to add to the knowledge about habitat suitability and fish use of the drain outfalls.

#### **PROJECT GOALS AND OBJECTIVES**

Fisheries monitoring of wasteway and drain outfalls to be conducted during summer and fall 2016 is intended to:

- Document drain outfall and adjacent river fish communities by conducting presence/absence sampling to determine relative abundance of fish species.
- Document habitat type(s) fish are utilizing and depth and velocity of areas sampled
- Document water quality and invertebrate utilization as a measure of habitat quality for native fish
- Document the presence absence of small cyprinids in gut samples of predatory fishes found in the drains (e.g., catfish, bass, and sunfish).

## PROJECT METHODOLOGIES

### SITE SELECTION

Three primary sites that were sampled in 2014 & 2015 and five alternative drain sites (not sampled in 2014 & 2015) have been selected for fisheries monitoring during summer and fall 2016 (Table 1). A minimum of three sites will be monitored on each sampling date(s), depending on river conditions and rate of drying.

**Table 1.** Wasteway/Drain Outfall Sites Selected for MRGCD 2016 Fisheries Monitoring.

<b>Primary Sites</b>	River Mile
Alejandro Wasteway	167
Lower Peralta # 2	145
Sabinal Drain Outfall	139
<b>Alternative Sites</b>	
Peralta Wasteway	153
Lower Peralta #1	150
Los Chavez Wasteway	157
Lower San Juan Outfall	127
Upper Corrales Drain	192

### FISHERIES SAMPLING

Fisheries monitoring will occur weekly to monthly during June through October 2016 depending on site and river conditions. A maximum of 4 surveys will be conducted at each of the selected primary sites. No more than one survey will be conducted at each site per sampling week. Ideally, surveys will be conducted every 14 to 21 days with no more than one survey occurring at each site within 14 days.

Multiple methods for sampling fish are proposed which will allow for an adaptive sampling approach that provides flexibility that can be adjusted to maximize capture efficiency depending on environmental variability (flow, habitat complexity etc.) within in the drain sites. Unlike the main channel, the drain sites proposed for sampling vary considerably both within and among each other and may require a variety of sampling techniques to maximize capture of fishes therein.

### BEACH SEINE

A beach seine may be used to sample wasteways (depending on channel conditions) and the adjacent main channel during surveys. All collected fish will be held in aerated buckets for processing. The distance of each seine haul will be recorded and maximum of 20 seine hauls will be collected from each wasteway while a maximum of 10 will be collected the adjacent river channel (30 maximum per site and the adjacent river channel). Sampling locations within a drain site or adjacent main channel will be selected depending on the available habitat and those habitats where capture is likely to be greatest will be sampled. No attempt to sample randomly at drain sites will be made since our objectives are to document presence/absence of silvery minnow and the MRG fish community and not relative abundance.

The wasteway/drain areas will be considered the entire drain area up to the confluence with the main

channel. The adjacent main channel will be sampled from the drain confluence downstream approximately 50 meters or for the entire wetted distance if it is less than 50 meters. A maximum of 20 samples will be collected from the wasteway/drain area and a maximum of 10 samples will be collected from the adjacent river channel.

### **ELECTROFISHING**

A backpack electrofisher and beach seine may be used to sample wasteway drain outfall portions only. A backpack electrofisher (LR-24, Smith Root, Inc. Vancouver, Washington) in combination with a beach seine will be used to sample fish. If flow through the wasteway is sufficient to drift stunned fish then, electrofishing samples will be collected by sampling downstream into the beach seine which will be held stationary by field staff. Stunned fish will drift into the beach seine where they will be collected and placed into aerated buckets for processing. Each combination of beach seine and electrofishing will be conducted over 10 meter long sample areas and maximum of 10 samples will be collected from each wasteway site drain outfall portion (10 maximum/sites).

If flow is not sufficient to drift stunned fish then electrofishing will occur within a minimum of three sampling locations within each drain over an area not to exceed 100 linear meters. When electrofishing is conducted singly without the use of a block nets, a pass will constitute electrofishing from downstream to upstream. Stunned fish will be immediately captured with dip nets, placed into aerated buckets and processed when each sampling pass is completed.

### **FYKE NETS**

Fyke nets may be placed within areas too deep to effectively sample with electrofishing or a beach seine. Two large pool areas within Alejandro and Lower Peralta 2 have been identified that may be more efficiently sampled with fyke nets than with the backpack electrofisher or beach seine. In addition, a fyke net may be placed at the downstream of each drain prior to sampling to intercept fish that may attempt to leave the drain during sampling with the beach seine and the backpack electrofisher.

### **WATER QUALITY AND ENVIRONMENTAL MONITORING**

On each sampling date, water quality measurements will be collected from each wasteway and the adjacent main channel. A minimum of 3 water quality samples will be collected from wasteway area and the adjacent main channel. Water quality will be collected after fish sampling to minimize disturbance to the site and habitat occupancy by fish occupying the site. Water quality parameters will be measured using an YSI 556 multi-parameter handheld meter (Yellow Springs Instruments, Yellow Springs, Ohio), and included temperature (°C), dissolved oxygen (mg/L and %), conductivity ( $\mu\text{S}/\text{cm}^\circ$  [conductivity corrected to 25°C], and  $\mu\text{S}/\text{cm}$  [uncorrected]), salinity (parts per thousand), pH, and turbidity (Formazin turbidity units). Water depth (feet) and flow velocity (ft/s) will be measured using a USGS top-setting wading rod fitted with a Marsh-McBirney Flo-Mate portable flowmeter (Hach, Loveland, Colorado). Habitat types of areas sampled and where silvery minnow are found will be recorded to determine if habitat preferences are consistently observed.

### **SAMPLING ASSUMPTIONS TO MINIMIZE COLLECTION IMPACT**

Sampling for fish in wasteways will not be conducted at temperatures at or above 30°C. Prior to sampling at each wasteway or the adjacent main channel temperature will be recorded to determine suitability for sampling. If the temperature is at or exceeds the threshold temperature of the 30°C the survey will be postponed and or another of the selected wasteways will be sampled.

If the density of silvery minnow in a wasteway and the adjacent main channel exceeds four fish per sample or seine haul, or a total of 40 per wasteway site and the adjacent main channel then beach seines

will be the only gear type employed for sampling at that site during additional surveys. Results will be communicated with the USFWS to determine a suitable sampling frequency and avoid overlap with rescue/salvage activities in the area to minimize impacts to silvery minnow.

#### **FISH PROCESSING AND HANDLING**

All collected fish will be held in aerated buckets for processing and the temperature of the bucket will be monitored to ensure that it does not reach or exceed the 30°C threshold for sampling. All fish will be identified to species and counted. If silvery minnow are collected then they will be processed immediately and returned to capture location to minimize stress to the species. Collected silvery minnow will be measured for standard length (mm), visually inspected for the presence of hemorrhagic lesions, parasites, anemia and fungal infections. Handling time of silvery minnow will be minimized and restricted to less than 30 seconds per fish to reduce stress. After processing, fish will be released to the area (wasteway or main channel) where they were captured. No fish will be transported away from location of capture. All collected fish will be identified in the field using taxonomic keys provided in Sublette et al. (1990); phylogenetic classification followed Nelson et al. (2004).

#### **DEPLETION SAMPLING (optional)**

During the planned August or September survey, a depletion sample may be conducted at one of the proposed drain outfall monitoring sites. The depletion survey will be conducted by closing a 30 meter site with block nets and then depleting the fish population therein with either the backpack electrofisher or the beach seine, depending on environmental conditions. At each depletion survey area, a minimum of 3 and a maximum of 5 passes will be conducted to determine abundance within the depleted area. At the drain site a maximum of 3 depletion samples, each 30 m in length, will be conducted. These data will be used to extrapolate out the density of fish within the drain for all species encountered.

#### **SPAWNING MONITORING (optional)**

During the spring (April through June) of 2017, spawning monitoring may be conducted at one to three of the proposed drain outfall monitoring sites. The spawning monitoring will be conducted by using either a Moore Egg Collector (MEC), fyke nets, dipnets, or a combination of methods depending on environmental conditions. RGSM and/or RGSM eggs will be enumerated and released on site.

#### **PREDATORY FISH GUT SAMPLING (optional)**

Pulsed gastric lavage (Foster 1977) will be used to flush stomach contents of predatory fish 100 mm or larger. Stomach contents will be flushed onto a measuring board fitted with a Nytex (250µm aperture) netting receptacle. For each stomach sampled collected, it will be noted if fish were presence or absent. If stomach samples contain a fish they will be placed into Whirl-Pak sample bags and preserved in 80% ethanol for fish identification in the lab.

#### **INVERTEBRATE SAMPLING (optional)**

Hester-Dendy plates will be placed in each of the drain outfall sites at the beginning of the study and taken out and the end to determine macroinvertebrate species composition in the drain outfall sites. A total of three Hester-Dendy plates will be placed (one at each of the primary wasteways) in wasteways.

## LITERATURE CITED

- Archdeacon, T. P., Austring, T. J., Diver, T. A., Nolen, M. S. *Fish Communities of the Lower Peralta Drain #2, Lower San Juan Drain, and Sabinal Drain, New Mexico*. U.S. Fish and Wildlife Service, New Mexico Fish and Wildlife Conservation Office. Submitted to the Minnow Action Team, Middle Rio Grande Endangered Species Collaborative Program, Albuquerque, New Mexico.
- Cowley, D. E., R. C. Wissmar, and R. Sallenave. 2007. *Fish Assemblages and Seasonal Movements in Irrigation Canals and River Reaches of the middle Rio Grande, New Mexico (USA)*. *Ecology of Freshwater Fish* 16:548-558.
- Foster, J.R. 1977. *Pulsed gastric lavage: An efficient method of removing stomach contents of live fish*. *The Progressive Fish Culturist* 39:166-169.
- Lang, B. K. and C. S. Altenbach. 1994. *Ichthyofauna of the Middle Rio Grande Conservancy District irrigation system: Cochiti Dam to Elephant Butte State Park, July-August 1993*. Submitted to U.S. Bureau of Reclamation, Albuquerque, New Mexico.
- Nelson, J. S., E. J. Crossman, H. Espinosa-Perez, L. T. Findley, C. R. Gilbert, R. N. Lea, and J. D. Williams. 2004. *Common and scientific names of fishes from the United States, Canada and Mexico*. Sixth edition. Bethesda, Maryland: American Fisheries Society Special Publication 29.
- Reale, J. In Review. *Continuous Water Quality Monitoring and Assessment Report of Agricultural Return Drains of the Middle Rio Grande as Potential Refugia Habitat for Rio Grande Silvery Minnow (Hybognathus amarus)*. U.S. Army Corps of Engineers. Submitted to the Minnow Action Team, Middle Rio Grande Endangered Species Collaborative Program, Albuquerque, New Mexico.
- Sublette, J. E., M. D. Hatch, and M. Sublette. 1990. *The Fishes of New Mexico*. Albuquerque: University of New Mexico Press.
- Wesche, T. A., Wesche, L. B., Broderick, S., Cowley, D. E., Wyman, B. 2010. *Development of Rio Grande Silvery Minnow Refugia at Drain Outfalls of the Isleta Reach of the middle Rio Grande, New Mexico*. Submitted to the U.S. Bureau of Reclamation and the Middle Rio Grande Endangered Species Collaborative Program, Albuquerque, New Mexico

### EQUIPMENT INVENTORY LIST

Equipment Item	Number	Notes
Beach Seine	1	
Backpack Electrofisher	1	
Buckets	2	
YSI 556	1	
Marsh-McBirney flo mate	1	
Wading Rod	1	
Hester-Dendy Plates	3	
Flagging and tags to mark transects and identify sites	Available	
Aerators	2	
Fyke nets	2	
Dipnets	2	
Moore Egg Collector	1	



## *APPENDIX 1*

### *CAMPAIGN CONTRIBUTION DISCLOSURE FORM*

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

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

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

The following definitions apply:

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

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

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

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

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

**“Prospective contractor”** means a person who is subject to the competitive sealed bid process set forth in the Procurement Code or is not required to submit a competitive sealed bid 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)”**

(Derrick Lente, John Kelly, Karen Dunning, Adrian Oglesby, Chris Sichler, Beverly Dominguez Romero, and Glen Duggins)

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**APPENDIX 2**  
**SUSPENSION AND DEBARMENT REQUIREMENT**

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

The entering of a contract between Middle Rio Grande Conservancy District (MRGCD) and the successful Bidder pursuant to this procurement process is a “covered transaction,” as defined by 45 C.F.R. Part 76. MRGCD’s contract with the successor Bidder shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Bidders must provide as a part of their bid a certification to MRGCD in the form provided below. Failure of a Bidder to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFB will render the Bidder non-responsible. Furthermore, the Bidder shall provide immediate written notice to the Procurement Manager for this RFB if, at any time prior to contract award, the Bidder 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 Bidder 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 Bidder knowingly rendered an erroneous certification, in addition to other remedies available to MRGCD, MRGCD may terminate the contract resulting from this request for bids for default.*

*The certification provided by the Bidder in paragraph (a), below, will be considered in connection with a determination of the Bidder's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Bidder's bid for nonresponsibility and the withholding of an award under this RFB. If the Bidder's certification indicates that that any of the items in paragraph (a), below, exists, the Bidder shall provide with its bid a full written explanation of the specific basis for, and circumstances connected to, the item; the Bidder's failure to provide such explanation will result in rejection of the Bidder's bid. If the Bidder'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 a Bidder if the requested exception is not granted for the Bidder.*

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

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

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

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

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

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

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

BIDDER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

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

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

**APPENDIX 3**

**RESIDENT BUSINESS AND/OR RESIDENT VETERANS BUSINESS  
CERTIFICATION**

(As per NMSA 1978 13-1-22)

**RESIDENT BUSINESS CERTIFICATION**

Bidder's Company Name: \_\_\_\_\_

Resident Business Certificate Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Bidder "must" include a copy of Resident Business Certificate with their bid

**RESIDENT VETERAN'S BUSINESS CERTIFICATION**

Bidder's Company Name: \_\_\_\_\_

Resident Veteran's Business Certificate Number: \_\_\_\_\_

Bidder must include copy of Resident Veteran's Business Certificate with their bid.

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

## Resident Veterans Preference Certification

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

Please check one box only

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

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*

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

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

## 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, Bidder agrees to be bound by the terms stated in this form:

Signature of Bidder: \_\_\_\_\_ 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/bid 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 BID MRGCD DRAIN OUTFALL SAMPLING AND ANALYSIS

In acknowledgement of receipt of this Request for Bid the undersigned agrees that s/he has received a complete copy, beginning with the title page, and ending with Appendix 7.

The "Acknowledgement of Receipt Form" should be signed and returned to the Procurement Manager no later than June 23, 2016 only potential Bidders who elect to return this form completed with the intention of submitting a bid will receive amendments, in the event any are issued. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFB, and the potential Bidder's organization name shall not appear on the distribution list.

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 Bid.

Firm Does / Does Not intend to respond to this Request for Bid.

(circle one)

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