



REQUEST FOR PROPOSAL

FOR

FEDERAL LOBBYIST SERVICES

(NIGP # 96151)

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

**PROPOSALS DUE:
JUNE 2, 2023 AT 10:00 A.M. MST**

NOTICE

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

SECTION I

INTRODUCTION

A. SUMMARY AND BACKGROUND

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

The MRGCD encompasses approximately 150 river miles from Cochiti Dam to the northern boundary of Bosque Del Apache. The river varies approximately 1 to 5 miles in width. The total area served by the MRGCD is 277,760 acres with 28,500 acres of Indian land and 128,787 acres of irrigable lands. Presently, there are approximately 60,000 irrigated acres.

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

The MRGCD is governed by a seven member elected Board of Directors who serve four year terms and represent the following counties as follows: 1-member, Sandoval County; 3-members, Bernalillo County; 1-member, Valencia County; 1-member, Socorro County; and 1-member, At-Large.

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

B. SCOPE OF PROCUREMENT

The MRGCD is soliciting proposals from experienced and qualified firms or individuals to provide Federal Lobbyist Services to promote MRGCD legislative priorities and to represent the MRGCD at the Federal level and also in its relations with Federal Agencies.

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

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

C. PROPOSAL GUIDELINES

This RFP represents the conditions for an open and competitive process as required by the State of New Mexico and the MRGCD. Proposals will be accepted until **10:00 a.m. MST June 1, 2023**. Any proposals received after this date and time will be rejected. All proposals must be endorsed by an official representative submitting the proposal.

All costs must be itemized to include an explanation of all fees and costs. The Offeror should understand that the MRGCD will not pay any amount not included in the cost proposal.

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

D. Procurement Manager

The District Procurement Manager is responsible for the conduct of this procurement is listed below with complete contact information. All questions and deliveries via express carrier should be addressed as follows:

Mr. Richard DeLoia, Procurement Manager
Middle Rio Grande Conservancy District
PO Box 581
1931 Second Street SW
Albuquerque, NM 87103
505 247-0235 Ext. 1329
richard@mrgcd.com

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

E. Definition of Terminology

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

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

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

“Contractor” 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 Department to determine.

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

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

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

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

“Lobbying Disclosure Act” means the legislation aimed at bringing a level of accountability to federal lobbying practices in the United States.

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

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

“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” shall refer to the MRGCD.

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

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

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

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

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

SECTION II CONDITIONS GOVERNING THIS PROCUREMENT

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

A. SEQUENCE OF EVENTS

ACTION	RESPONSIBILITY	DATE
Issue of Proposal	MRGCD	May 22, 2023
Submit Acknowledgement of Receipt Form	Offeror	May 26, 2023
Deadline to Submit Questions	Offeror	May 29, 2023
Responses to Questions	MRGCD	By May 30, 2023
Submission of Proposal	Offeror	June 2, 2023, by 10:00 a.m.
Proposal Evaluation	MRGCD	June 2-5, 2023
Notice to Finalist(s) & Non-Finalists	MRGCD	On or before June 5, 2023
Best and Final Offers	Finalist	TBD
Interview and Oral Presentation	Finalists	TBD
Recommendation/Approval	MRGCD Board	June 12, 2023
Notice of Award	MRGCD	June 13, 2023
Protest	Offeror	15 Days After Award

B. EXPLANATION OF EVENTS

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

Distribution of RFP Document

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

2. **Acknowledgement of Receipt Form**

Potential Offerors should hand deliver, return by facsimile, e-mail, or registered or certified mail the “Acknowledgement of Receipt Form” that accompanies this document as Appendix 6 to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned by close of business May 26, 2023. The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the “Acknowledgment of Receipt Form” shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until close of business May 29, 2023. All written questions must be submitted to the Procurement Manager as described in Section III. Questions shall be clearly labeled and shall cite the Section(s) and Item(s) in the RFP. All responses to written questions will be distributed via e-mail or facsimile to the Offeror distribution list. Include the e-mail address for the individual appointed to receive responses to the questions. The identity of the organization submitting the question(s) will not be revealed.

4. Response to Written Questions/RFP Amendments

Written Responses to written questions will be distributed May 30, 2023, to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide their Acknowledgement of Receipt Form, and responses will also be posted on MRGCD website.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE, NO LATER THAN 10:00 A.M. LOCAL TIME, FRIDAY, JUNE 2, 2023. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be sealed and labeled on the outside of the package to clearly indicate response to the **"FEDERAL LOBBYIST SERVICES"**. PLEASE NOTE: Proposals submitted via facsimile, or any other electronic method will not be accepted.

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

6. Proposal Evaluation/Short listing

The Evaluating Committee will evaluate all proposals on June 2nd through June 5th, 2023. 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.

7. Notice of Finalists/Non-Finalists

Each responsive Offeror will be notified in writing on June 5, 2023 whether their proposal has been shortlisted. A public log will be kept of the names and rankings of all Offerors shortlisted for interviews if needed.

8. Best and Final Offer

The MRGCD may ask for a Best and Final Offer from responsive offerors that are shortlisted. The deadline for any Best and Final Offer will be determined by MRGCD and communicated to shortlisted offerors. Best and Final Offers may be clarified and amended at the finalist Offeror's oral presentation.

10. Oral Presentation (TBD)

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

11. Recommendation and Approval

Recommendations will be submitted for approval and award of agreement for **"FEDERAL LOBBYIST SERVICES"** no later than, June 13, 2023. This agreement shall be awarded to the offeror whose proposal is most advantageous to the MRGCD, taking into consideration the evaluation factors set forth in the RFP.

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

12. Notice of Award

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

The Procurement Manager will notify all finalists in writing of the final award on **June 13, 2023**.

13. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1- 172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offeror's shall begin on the day following the agreement 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.

The protest must be addressed and delivered to as follows:

Mr. Richard DeLoia, Procurement Manager/CPO
Middle Rio Grande Conservancy District
PO Box 581
Albuquerque, NM 87103-0581
505 247-0234
richard@MRGCD.com

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS:

This procurement is conducted in accordance with MRGCD and State procurement regulations and rules.

1. Acceptance of Conditions Governing the Procurement:

Offeror must indicate their acceptance of the Conditions Governing this procurement and all amendments to this RFP (if any) in their letter of transmittal of the proposal. Submission of a proposal constitutes acceptance of the Evaluation Factors found directly after each proposal's Detailed Scope of Services.

2. Incurring Cost:

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system if applicable shall be borne solely by the Offeror.

3. Prime Contractor Responsibility:

Any agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the agreement with MRGCD. MRGCD will make agreement payments to only the prime contractor.

4. Subcontractors:

Use of subcontractors must be clearly explained in the proposal, and ALL subcontractors must be identified by name and have current résumé included in the proposal. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

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 a transmittal letter that accompanies the amended proposal. MRGCD personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal:

Offeror will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror and addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Procurement Manager.

7. Proposal Offer Firm:

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents:

The proposals will be kept confidential until an agreement is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is labeled as proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978 or information that is not subject to disclosure in accordance with the Inspection of Public Records Act. 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 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 procurement in no manner obligates MRGCD to the use of any proposed professional services until a valid written agreement is awarded and approved by the 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 agreement awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. MRGCD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review:

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

13. Governing Law:

This procurement and any agreement that may result of this RFP process shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal:

Only information supplied by the Procurement Manager, or her designee should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions:

The agreement shall be for a term of one (1) year, and may be extended in increments of one year by the MRGCD in accordance with Section 13-1-150 NMSA 1978. The term for this agreement including extension and renewals, shall not exceed four (4) years.

The agreement between the MRGCD and a contractor will follow the format specified by the MRGCD and the terms and conditions set forth in the New Mexico State Procurement Code, (Section 13-1-28 through Section 13-1-199 NMSA 1978). However, the MRGCD may negotiate with a successful offeror for provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the agreement. Should an offeror object to any of the MRGCD's terms and conditions as contained in this Section, that offeror must provide in written detail his/her objection and proposed alternate 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 are not acceptable to the MRGCD will result in disqualification of the offeror's proposal. Offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

All agreement for professional services are subject to the review and approval of the MRGCD Board of Directors.

16. Offeror's Terms and Conditions:

In the event an offeror has any additional terms or conditions, which they expect to be included in an agreement, these terms and conditions must be submitted with their proposal.

17. Contract Deviations:

Any terms and conditions, which may be the subject of negotiation, will be discussed only between MRGCD and the successful offeror.

18. Offeror Qualifications:

The MRGCD may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The MRGCD will reject

the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined by the conditions of this RFP.

19. Right to Waive Minor Irregularities:

The MRGCD reserves the right to waive minor irregularities. The MRGCD also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the MRGCD.

20. Contractor Representative:

a. Change in Representatives and key staff:

The MRGCD may require a change in contractor representatives if the assigned representatives are not, in the opinion of the District, meeting its needs adequately.

b. Change in Subcontractor (if applicable):

The MRGCD may disqualify a subcontractor at its sole discretion.

21. Conflict of Interest; Governmental Conduct Act

The offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under any agreement. The offeror must certify that it adheres to the requirements of the Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting. A signed affidavit so certifying must be submitted in the proposal.

22. Notice:

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

23. Agency Rights:

The MRGCD has the right to accept or reject all or a portion of an offeror's proposal.

24. Right to Publish:

Throughout the duration of this procurement process and contract term, the successful offeror 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 or the subsequent contract.

25. Ownership of Proposals:

All documents developed and submitted in response to this RFP shall become the property of the MRGCD.

26. 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.

27. Use of Electronic Versions of this RFP:

This RFP is available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by MRGCD, the version maintained by the MRGCD shall govern.

28. Per Diem and Mileage:

All Travel and Per Diem shall be in conformance with the New Mexico Department of Finance and Administration regulations governing the Per Diem and Mileage Act.

D. RESPONSE FORMAT AND ORGANIZATION

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

1. Number of Responses

Offerors shall submit only one proposal.

2 Number of Copies

Each Offeror must submit one **(1)** original and four **(4)** copies of their proposal to the Procurement Manager.

3. Proposal Organization

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

- a. Letter of Transmittal
- b. Table of Contents
- c. Proposal
- d. Completed Cost Response Form
- e. Response to MRGCD Terms and Conditions
- f. Offeror's Additional Terms and Conditions
- g. Signed Campaign Contribution Form
- h. Signed Suspension and Debarment Form
- i. Resident Business or Resident Veteran Certificate, Appendix 3
- j. Resident Veterans Preference Certification, Appendix 3
- k. Conflict of Interest Affidavit, Appendix 4
- l. New Mexico Employees Health Coverage, Appendix 5
- m. Statement of Concurrence with Standards of Compliance
- n. Other Supporting Material

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

2. Letter of Transmittal

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

- a) identify the submitting organization, and include detailed resume(s) containing qualifications and work experience;
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) identify the name, title and telephone number of the person authorized to negotiate the agreement on behalf of the organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f) be signed by the person authorized to contractually obligate the organization;
- g) acknowledge receipt of any and all amendments/addendums to this RFP.

E. BRIBERY AND KICKBACK

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

SECTION III SCOPE OF WORK

The MRGCD is soliciting proposals from experienced and qualified firms or individuals to provide Federal Lobbyist Services which include, but not limited to the following:

1. The successful contractor will be under the direction of the majority of MRGCD Board of Directors, Chief Engineer/CEO and Legal Counsel.
2. The contractor will provide government relations services with the federal agencies and Congress as directed by MRGCD during the term of the agreement.
3. The contractor will provide information and assist MRGCD in development of legislative initiatives as needed.
4. The contractor will be responsible for determining appropriate legislative strategy for each MRGCD legislative initiative.
5. The contractor will confer with MRGCD or representatives as designated to act as lead on each particular bill or piece of legislation.
6. The contractor will share information related to the progress of legislation, federal agency business or congressional affairs on a regular basis with MRGCD CEO.
7. The contractor will assist MRGCD CEO, as directed, in monitoring of all federal legislation that may affect MRGCD. Monitoring includes tracking of bill introductions, amendments, bill status, analyzing legislature and regular contact and discussion with key legislators and staff members interested in MRGCD issues.
8. The contractor will help the MRGCD pursue major funding opportunities and investigate other opportunities. In addition, the contractor will provide the MRGCD with information on existing or emerging legislation and availability of funding.
9. The contractor will, as directed by MRGCD's CEO, communicate MRGCD's position on proposed federal legislation, federal agency rule making, and in other matters relating to federal government.
10. The contractor will assist MRGCD's CEO in identifying opportunities for providing testimony to Congress and for MRGCD representatives to serve on congressional or agency created committees.
11. The contractor will, as directed by MRGCD's CEO, interact with other federal organizations to coordinate on common issues.
12. The contractor will be available to meet with the MRGCD Board Chairman and Chief Engineer/CEO at all times upon reasonable notice.

13. The contractor will monitor and report to MRGCD's CEO during any legislative sessions on federal legislative committee meetings, interim study projects, and federal agency activities that potentially affect MRGCD.
14. The contractor will periodically brief the Board of Directors in person on legislative activities.
15. The contractor shall provide prior to each request for payment, a written report or summary of relevant legislative activities, to include time spent on MRGCD activities, for the period for which payment is being requested. Contractor must provide a re-cap of all legislative activities including interim committee meetings for that contract period.
16. Additional expenses incurred by the contractor in connection with the Scope of Work may be allowed upon MRGCD prior approval before services are performed.
17. MRGCD has the right to add or delete services as required.

STANDARD COMPLIANCE

Offeror must agree to comply with current and future standards established by the Lobbyist Disclosure Act.

Offeror must abide by all Lobbyist Activity Report Requirements of the State of New Mexico and federal government and is solely responsible to ensure all reporting requirements are met.

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

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

SECTION IV (CONT.) MANDATORY REQUIREMENTS

1. Knowledge

Provide in detail the offeror's understanding of the MRGCD and what key groups and agencies that could assist the MRGCD in developing a successful lobbying and advocacy strategy. Also include offeror's understanding on what issues the MRGCD has faced and how your experience and lobbyist skills would benefit the MRGCD.

2. Experience

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

3. References

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

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

4. Offeror Staff Experience

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

5. Conflict of Interest Affidavit, Appendix 4

A disclosure of clients represented and a formal statement of whether there is any real or perceived conflict of interest in representing the issues and advocacy for the 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.

6. Campaign Contribution Disclosure Form, Appendix 1

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

7. Debarment and Suspension, Appendix 2

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

8. Acknowledgement of Receipt Form(s), Appendix 6

**SECTION V
EVALUATION CRITERIA**

Proposals will be evaluated based on the following criteria:

ITEM	EVALUATION CRITERIA	EVALUATION POINTS
1	Knowledge of the MRGCD and associated issues.	35
2	Qualification of the firm in providing Lobbyist Services.	25
3	Previous and current experience in representing local governments at state and federal level.	15
4	Qualifications and experience of the personnel to be assigned to this agreement	20
5	Approach to providing the required services.	20
6	A general demonstration of areas of interest that could be of importance to MRGCD.	15
7	A disclosure of clients represented and a statement of whether there is any real or perceived conflict of interest in representing the issues and advocacy for the MRGCD.	Mandatory
8	References	10
9	Cost Proposal	10
MAXIMUM EVALUATION POINTS		150

**SECTION VI
PROPOSAL COST RESPONSE FORM**

Lobbyist Firm or Independent Contractor: _____
(Please Print)

Description of Services:	Monthly Cost
Monthly Rate for Services Performed	\$ _____
Travel (when approved)	\$ _____
New Mexico Gross Receipts Tax	\$ _____

The Cost Proposal shall contain explicit detail of all cost(s) being proposed to the MRGCD by the Offeror

Agency Name _____

Address: _____

City _____ State _____ Zip Code _____

Telephone Number _____ E-Mail _____

Signature of Authorized Representative

Date: _____

(Print Name)

**NOTICE
TO ALL OFFERORS**

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

APPENDIX 1

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

“Name(s) of Applicable MRGCD Public Official(s)”
(Karen Dunning, John Kelly, Joaquin Baca, Glen Duggins, Stephanie Russo Baca and Barbara Baca)

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 an agreement between Middle Rio Grande Conservancy District (MRGCD) and the successful offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. MRGCD’s agreement with the successful 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 bids a certification to MRGCD in the form provided below. Failure of an offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the offeror non-responsive. 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 agreement 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 bid for non-responsiveness and the withholding of an award under this RFP. If the Offeror's certification indicates that that any of the items in paragraph (a), below, exists, the Offeror shall provide with its bid a full written explanation of the specific basis for, and circumstances connected to, the item; the offeror's failure to provide such explanation will result in rejection of the offeror's bid. If the offeror's certification indicates that that any of the items in paragraph (a), below, exists, MRGCD, in its sole discretion, may request that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if MRGCD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will MRGCD award an agreement to an offeror if the requested exception is not granted for the offeror.

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

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

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

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

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

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

OFFEROR: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

APPENDIX 3

RESIDENT BUSINESS AND/OR RESIDENT VETERANS / NATIVE AMERICAN RESIDENT BUSINESS CERTIFICATION

To ensure adequate consideration and application of Section 13-1-21 NMSA 1978 (as amended), an Offeror must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference / Native American Resident Business to receive a resident business, Native American resident business, resident veteran business or Native American resident veteran business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor, Native American resident contractor, resident veteran contractor or Native American resident veteran contractor preference pursuant to Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business, issued by the taxation and revenue department. Qualifications for preference are stated in 13-1-22.

Resident Business Certificate

Resident Veterans / Native American Resident Certificate

RESIDENT BUSINESS CERTIFICATION

(Copy of Certificate to be included)

Offeror's Company Name: _____

Resident Business Certificate Number: _____

Expiration Date: _____

**RESIDENT VETERAN'S / NATIVE AMERICAN BUSINESS
CERTIFICATION**

Offeror's Company Name: _____

Resident Veterans/Native American Business Certificate Number: _____

Offeror must include copy of Resident Veteran's Business Certificate with their proposal.

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

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

APPENDIX 4

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of Interest Disclosure" A disclosure of clients represented and a formal statement of whether there is any real or perceived conflict of interest in representing the issues and advocacy for the 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 offeror 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 offeror or sub consultant agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the offeror or sub consultant shall immediately make a full disclosure in writing to the Procurement Manager of all relevant facts and circumstances. This disclosure shall include a description of actions which the consultant or sub consultant has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest.

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

Date: _____

By: _____

(Authorized Representative and Affiant)

APPENDIX 5

NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. If offeror 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 agreement, Offeror certifies, by signing this agreement, to have in place, and agree to maintain for the term of the agreement, 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 agreements between offeror and the State of New Mexico or MRGCD exceed \$250,000 dollars.
- B. Offeror 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 of New Mexico.
- C. Offeror 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://insurenewmexico.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); offeror agrees these requirements shall apply the first day of the second month after the offeror 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: _____



ACKNOWLEDGEMENT OF RECEIPT FORM

**I ACKNOWLEDGE RECEIPT OF THIS RFP FOR
FEDERAL LOBBYIST SERVICES**

The undersigned agrees that he/she has received:

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

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

FIRM: _____

REPRESENTATIVE: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

SIGNATURE: _____ **DATE:** _____

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

Firm Does / Does Not intend to respond to this Request for Proposal
(Please Circle One)