



REQUEST FOR PROPOSAL

FOR

CLAIMS INVESTIGATOR ON-CALL SERVICES

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

**PROPOSALS DUE:
OCTOBER 12TH @ 11:00 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 and is governed by New Mexico State Statutes NMSA 1978, Chapter 73. The NM Legislators created MRGCD by Conservancy Act of 1923. The MRGCD extends from Cochiti Dam to the north boundary of Bosque Del Apache National Wildlife Refuge and, we employ approximately 200 employees and operate five (5) offices with the General office located at 1931 Second Street, SW, Albuquerque, New Mexico.

The Middle Rio Grande Conservancy District (MRGCD) encompasses approximately 150 river miles from Cochiti Dam to the north boundary of Bosque Del Apache. It varies approximately 1 to 5 miles in width. The total area 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 District serves the six Middle Rio Grande Pueblos including Cochiti, Santo Domingo, San Felipe, Santa Ana, Sandia and Isleta as well as 10,000 private land owners with 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 the drains resulting in a lowering of the water table. In addition, the District is party to the 2016 Biological Opinion that requires actions to advance the recovery and protect the habitat of the Rio Grande silvery minnow, the southwestern willow flycatcher and the yellow billed cuckoo. The District also manages 30,000 acre of the Rio Grande Bosque and recreational and wildlife management activities within a multi-agency approach.

There are seven elected Board of Directors for a four year term which are 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 maintains 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 NM, cities, counties, and other agencies within the state.

B. SCOPE OF PROCUREMENT

The MRGCD is requesting qualification based competitive sealed proposals for Claims Investigator On-Call Services.

It is the intent of MRGCD to select a Claims Investigator who can be called upon to perform services on a task or project basis. MRGCD reserves the right to select a Claims Investigator based upon such factors as outlined in the Scope of Work.

Specific services shall include all duties typically expected of a Claims Investigator including but not limited to investigating accidents, incidents, and property damage. Expert witness testimony may also be required.

MRGCD makes no guarantee as to the amount of work to be requested.

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

C. TERM:

This price agreement is applicable and available for use by the MRGCD, and New Mexico Local Public Bodies

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

D. PROPOSAL GUIDELINES

This RFP represents the conditions for an open and competitive process as required by the State of New Mexico and the MRGCD. Proposals will be accepted until **11:00 a.m. MST October 12, 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.

E. POINT OF CONTACT

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

Mr. Richard DeLoia, Procurement Manager
Middle Rio Grande Conservancy District
PO Box 581
1931 Second Street SW
Albuquerque, NM 87103
505 247-0234
richard@mrgcd.com

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

F. 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” means 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.

“Local Public Body” means every political subdivision of the state and the agencies instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

“Mandatory” means the terms “must”, “shall”, “will”, “is required”, or “are required” identify a 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.

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

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

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

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

“Owner” is synonymous with the MRGCD.

“Procuring Agency” means, MRGCD, a political subdivision of the state, and local public bodies allowed by law to entertain procurements.

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

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.

“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.

“Surveyor” means a professional surveyor licensed under the Engineering and Surveying Practice Act.

SECTION II CONDITIONS GOVERNING THIS PROCUREMENT

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

A. SEQUENCE OF EVENTS

ACTION	RESPONSIBILITY	DATE
Issue of Proposal	MRGCD	September 28, 2023
Submit Acknowledgement of Receipt Form	Offeror	October 4, 2023 C.O.B
Deadline to Submit Questions	Offeror	October 6, 2023
Responses to Questions	MRGCD	October 9, 2023
Submission of Proposal	Offeror	October 12, 2023 11:00am
Proposal Evaluation	MRGCD	October 12-17, 2023
Notice to Finalist(s) & non-Finalists	MRGCD	October 18, 2023
Notice of Award	MRGCD	TBD
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.

1. **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 October 4, 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 Friday, October 6th, 2023. All written questions must be submitted to the Procurement Manager as described in Section E. 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 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 by October 9th, 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 11:00 A.M. LOCAL TIME, THURSDAY OCTOBER 12, 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 “**Claims Investigator RFP**”. 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 contract is awarded pursuant to this RFP.

6. Proposal Evaluation/Short listing

The Evaluating Committee will evaluate all proposals on October 12-17th, 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.

7. Notice of Finalists/Non-Finalists

Each responsive Offeror will be notified in writing on October 18th, 2023 whether their proposal has been shortlisted. A public log will be kept of the names and rankings of all Offerors shortlisted if interviews are necessary.

8. Recommendation and Approval

Recommendation will be submitted for approval and award of contract for **“CLAIMS INVESTIGATOR” ON A TBD DATE**. This contract shall be awarded to the offeror whose proposal is most advantageous to the district, taking into consideration the evaluation factors set forth in the RFP.

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

9. Notice of Award

The contract shall be awarded to the Offeror (or Offerors) whose proposal 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 Procurement Manager will notify all finalists in writing of the final award on a TBD date.

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 contract award. Protests must be written and must contain the name and address of the protestant, the name of this solicitation, and a statement of grounds for protest, including appropriate supporting exhibits.

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 being conducted in accordance with District and State procurement regulations.

1. Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.

2. Acceptance of Conditions Governing the Procurement:

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.

3. Incurring Cost:

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

4. Prime Contractor Responsibility:

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

5. Subcontractors:

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

6. Amended Proposals:

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in a transmittal letter that accompanies the amended proposal. District personnel will not merge, collate, or assemble proposal materials.

7. 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.

8. Proposal Offer Firm:

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

9. Disclosure of Proposal Contents:

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is labeled as proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the District 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.

10. No Obligation:

This procurement in no manner obligates the District to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

11. Termination:

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

12. Sufficient Appropriation:

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Legal Review:

The District 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.

14. Governing Law:

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

15. Basis for Proposal:

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

16. Contract Terms and Conditions:

The contract between District and a Contractor will follow the format specified by District 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, District reserves the right to negotiate with a successful Offeror for provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract. Should an Offeror object to any of the District's terms and conditions as contained in this Section, that Offeror must provide in written detail his/her objection and proposed alternate language. District 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 District and will result in disqualification of the Offeror's proposal. Offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

All contracts for professional services may be subject to the review and approval of the MRGCD Board of Directors.

17. Offeror's Terms and Conditions:

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

18. Contract Deviations:

Any terms and conditions, which may be the subject of negotiation, will be discussed only between District and the selected Offeror.

19. Offeror Qualifications:

District may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. District will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined by the conditions of this RFP.

20. Right to Waive Minor Irregularities:

District reserves the right to waive minor irregularities. District 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 District.

21. Contractor Representative:

- a. Change in Representatives and key staff:
District reserves the right to 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):
District reserves the right to disqualify a subcontractor at the District's sole discretion.

22. Conflict of Interest; Governmental Conduct Act

The Consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Consultant certifies requirements of the Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting are in compliance. A formal affidavit must be submitted in the proposal.

23. Notice:

The Procurement Code, Sections 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.

24. Agency Rights:

District reserves the right to accept or reject all or a portion of an Offeror's proposal.

25. Right to Publish:

Throughout the duration of this procurement process and contract term, contractor must secure from District written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract.

26. Ownership of Proposals:

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

27. 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.

28. Use of Electronic Versions of this RFP:

This RFP is available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to 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 District, the version maintained by District shall govern.

29. Per Diem and Mileage:

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

D. MANDATORY RESPONSE FORMAT AND ORGANIZATION

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

1. Number of Responses

Offerors shall submit only one proposal.

2. Number of Copies

Each Offeror must submit one (1) original and three (3) copies of their proposal to the Procurement Manager as specified in Section I-D

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. 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 contract on behalf of the organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) a statement that the Offeror will comply with all terms and conditions as stated in this RFP, or identification of any exceptions taken to any of the RFP terms.
- f) A brief list of any pending, settled, tried, or other litigation the firm has been involved in for the past five (5) years relating to professional surveying services performed, with a description of the case(s) and their current statuses, if applicable.
- g) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- h) be signed by the person authorized to contractually obligate the organization;
- i) 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/SPECIFICATIONS

1. Introduction: This Scope of Work outlines the responsibilities, duties, and expectations for a Tort Claim Investigator to be engaged in the investigation of potential tort claims for the Middle Rio Grande Conservancy District. The primary objective of this role is to research, investigate, compile and document pertinent information relating to allegations contained within claims filed against the Middle Rio Grande Conservancy District.
2. Objectives: The Tort Claim Investigator will perform the following key tasks:
 - a. Conduct thorough investigations into tort claims, accidents, incidents, and property damage.
 - b. Collect evidence, statements, and documentation related to potential claims.
 - c. Advise the Middle Rio Grande Conservancy District an assessment of the claim and determine the validity of claims.
 - d. Assist in the preparation of legal defenses or settlement negotiations.
 - e. Maintain detailed records and documentation throughout the investigative process.
 - f. Collaborate with legal counsel, insurance adjusters, and MRGCD employees.
3. Responsibilities and Tasks: The Tort Claim Investigator's responsibilities include, but are not limited to, the following tasks:
 - a. Case Initiation: i. Receive and review incoming (potential) tort claim notices. ii. Open and document cases in accordance with organizational procedures.
 - b. Investigation: i. Conduct on-site inspections and gather evidence related to the incident. ii. Interview witnesses, employees, and other relevant parties. iii. Review surveillance footage, photographs, and documentation. iv. Collect police reports, and other pertinent documents. v. Analyze evidence to assess damages.
 - c. Reporting: i. Prepare comprehensive investigation reports that include facts of findings and conclusions. ii. Provide regular updates to MRGCD. iii. Maintain the confidentiality and security of all case-related information.
 - d. Documentation: i. Maintain organized and detailed records of all investigative activities. ii. Ensure that all evidence is properly labeled and preserved. iii. Compile all relevant documentation for potential use in legal proceedings.
 - e. Collaboration: i. Collaborate with MRGCD and legal counsel to develop legal strategies and defenses. ii. Assist in the negotiation of settlements, if applicable. iii. Provide expert testimony and evidence in court, if required.
 - f. Compliance: i. Ensure compliance with all applicable laws, regulations, and ethical standards. ii. Stay informed about changes in tort law and best practices in investigations.
4. Qualifications and Requirements: To perform this role effectively, the Tort Claim Investigator should possess the following qualifications and requirements:

a. Bachelor's degree in a relevant field (e.g., criminal justice, law, or related discipline). Or b. Previous experience in tort claim investigations, law enforcement, or a related field is preferred. c. Strong knowledge of tort law, investigative techniques, and legal procedures. d. Excellent communication and interpersonal skills for interviewing witnesses and collaborating with stakeholders. e. Analytical and problem-solving abilities to assess liability and determine claim validity. f. Ability to maintain confidentiality and handle sensitive information appropriately. g. Proficiency in using investigative tools and software. h. Valid driver's license and willingness to travel to investigation sites as needed.

SECTION IV MANDATORY REQUIREMENTS

1. Knowledge

Provide in detail your understanding of the Middle Rio Grande Conservancy, and what your idea of the type of task orders would be involved.

2. Experience

Offerors must submit a description of relevant experience with local, state, tribal and federal government, and water irrigation districts. Provide in detail your Tort Claims investigation experience and expertise for similar contracts. Detail your approach on how you will provide services, also detail areas of interest that could be of importance to support the MRGCD.

3. Insurance

PROFESSIONAL LIABILITY INSURANCE

The Contractor will be required to obtain Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE INSURANCE

All commercial general liability and automobile insurance policies shall have liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death and property damage in any one occurrence.

WORKERS' COMPENSATION INSURANCE

Shall comply with the provisions of the Workers' Compensation Act

Said policies of insurance shall be in effect for the term of the contract and include coverage for all operations performed for MRGCD by the Contractor. Contractor shall include a Certificate of Insurance and copies of any endorsement(s) from their policy for any other additional insured coverage.

Contract shall also notify MRGCD of any change or cancellation of insurance policy.

4. References

Proposals must include Three (3) client references clients who have received services from the offeror within the last three (3) 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)

5. Offeror Staff Experience

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

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. 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.

9. New Mexico Employees Health Coverage, Appendix 5

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

SECTION V
EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

ITEM	EVALUATION CRITERIA	EVALUATION POINTS
1.	Experience and Capability	20
2.	Specialized Technical Competence	20
3.	Knowledge of MRGCD	20
4.	Projects Completed	20
5.	Technical approach	20
6.	Quality and Content of Proposal	10
7.	References	10
8.	Mandatory Documents	10
MAXIMUM EVALUATION POINTS		130

1. Experience and Capability of Proposed Tort Claims Investigator

- a. Provide qualification of key team members, including membership in professional organizations and licensure.
- b. Provide any unique knowledge of key team members relevant to this scope of work.

2. Specialized Technical Experience

- a. Identify specific experience the proposing firm has with projects that are within the boundaries of the MRGCD from Sandoval County all the way south to Socorro County.
- b. Identify and describe Offeror’s sub-consultants, if applicable, and their role.
- c. Describe Offeror’s familiarity and experience with handling of Tort Claims for government agencies.

3. Describe your knowledge of MRGCD

- a. Provide a brief summary of your knowledge of MRGCD.

4. Projects Completed

- a. Provide a summary of representative projects performed in the last three (3) years and describe the Offeror’s role during the project.

5. Technical Approach

- a. Describe Offeror's understanding of the various project types identified in Section III of the RFP.
- b. Describe how the Offeror will manage specific task orders to ensure timely completion.
- c. Describe Offeror's quality assurance/quality control practices to minimize errors and omissions.

6. Quality and Content of Proposal

- a. The proposal will be scored on the overall quality of the assembly and presentation of information.

7. References

- a. Please provide three (3) references for work completed within the past three (3) years, including those contracts that have been receiving continuous service for 2 years. References cannot include MRGCD projects/personnel.

COST RESPONSE FORM

SCHEDULE OF FEES

JOB TITLE / POSITION	FEE PER HOUR
TRAVEL TIME	FEE
MILEAGE	FEE
INSTRUMENTATION FEES (IF APPLICABLE)	
TYPES OF INSTRUMENTS	HOURLY / DAILY RATE

Compensation will be based upon a Task Order prepared by the Contractor and approved by MRGCD prior to any work being done for each project assigned to the Contractor by MRGCD.

Said fees, costs and expenses shall not increase during the term of the Agreement unless approved in writing by MRGCD; and New Mexico gross receipts tax at the applicable rate.

**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, Barbara Baca, Stephanie Russo Baca and Michael T. Sandoval)

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 Offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. MRGCD’s contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Offeror 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-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although MRGCD may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Offeror in paragraph (a), below, is a material representation of fact upon which MRGCD will rely when making a contract award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to MRGCD, MRGCD may terminate the contract resulting from this request for bids for default.

The certification provided by the Offeror in paragraph (a), below, will be considered in connection with a determination of the Offeror's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Offeror's bid for nonresponsibility and the withholding of an award under this RFP. If the Offeror's certification indicates that that any of the items in paragraph (a), below, exists, the Offeror shall provide with its 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 a contract to an Offeror if the requested exception is not granted for the Offeror.

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

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

- (A) Are 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 NO. 3

APPENDIX 3

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

To ensure adequate consideration and application of 13-1-21 NMSA (as amended), Consultant must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference / 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 stated in 13-1-22.

- Resident Business Certificate
- Resident Veterans / Native American Resident Certificate

RESIDENT BUSINESS CERTIFICATION
(Copy of Certificate to be included)

Consultant's Company Name: _____

Resident Business Certificate Number: _____

Expiration Date: _____

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

Consultant’s Company Name: _____

Resident Veterans/Native American Business Certificate Number: _____

Consultant must include copy of Resident Veteran’s Business Certificate with their proposal.

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

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 with another client..

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

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

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

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

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

Date: _____

By: _____

(Authorized Representative and Affiant)

APPENDIX 5

NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, 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://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); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

By signing below, Bidder agrees to be bound by the terms stated in this form:

Signature of Bidder: _____ Date: _____



APPENDIX 6

**ACKNOWLEDGEMENT OF RECEIPT FORM
CLAIMS INVESTIGATOR SERVICES RFP**

- 1. Complete RFP copy beginning with Title Page and ending with Appendix 6
- 2. Addendum/Amendment No. _____

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

The Acknowledgement of Receipt should be signed and returned to the Procurement Manager no later than close of business October 4th, 2023. Only potential Offerors who elect to return this form completed indicating intention of submitting a proposal will receive copies of Offeror questions and responses as well as RFP addendum/amendments, if any are issued.

FIRM: _____

REPRESENTATIVE: _____

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

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

ADDRESS: _____

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

SIGNATURE: _____ **DATE:** _____

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

Firm Does / Does Not (circle One) intend