



REQUEST FOR PROPOSAL

FOR

OUTFALL MONITORING

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

**PROPOSALS DUE:
MARCH 12 @ 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 Strategic Outfall Monitoring, Sampling and Analysis Services.

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

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 March 12, 2024**. 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	February 22, 2024
Submit Acknowledgement of Receipt Form	Offeror	February 29, 2024 C.O.B
Deadline to Submit Questions	Offeror	March 4, 2024
Responses to Questions	MRGCD	March 5, 2024
Submission of Proposal	Offeror	March 12, 2024 11:00am
Proposal Evaluation	MRGCD	March 12-18, 2024
Notice to Finalist(s) & non-Finalists	MRGCD	March 18, 2024
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 February 29, 2024. 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 Monday, March 4th, 2024. 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 March 5th, 2024 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, TUESDAY MARCH 12, 2024. 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 “**Outfall Monitoring 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 March 12-18th, 2024. 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 March 18th, 2024 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 **“OUTFALL MONITORING” 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.

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

PROJECT OVERVIEW

This Monitoring, Sampling, and Analysis Plan for spring, summer and fall includes fisheries monitoring of seven (7) pre-selected wasteways and drain outfalls in the Isleta Reach and provides field personnel with detailed instructions on sampling locations, field equipment operations, monitoring methodologies, and operating procedures.

The drain outfalls in the Middle Rio Grande may provide refugial habitat for fish including Rio Grande Silvery Minnow (RGSM), when river flows are low and/or when river drying occurs. When the river experiences drying or very low flows, drain outfalls can be some of the very limited areas along the river that remain wet or have appropriate water temperature and velocity for fish. A refuge implies that it is a temporary habitat and not necessarily the most suitable for RGSM, but may increase survival when there is no other wetted area. It is possible that fish have used these drains as refuge for quite some time, especially when historic river drying was more extensive prior to current water management. They also may become increasingly important as consecutive drought years continue and possibly increase in severity and overbank flooding, oxbows, and backwater habitats continue to decline.

There have been several studies done on fish assemblages in the drains. One study found a high number of fish species (18) in the Peralta canal and 122 RGSM when the Isleta Reach was dry in the summer of 2004, suggesting that irrigation canals can function seasonally as refugial habitats for fish (Cowley et. al 2007). This study and others (Lang and Altenbach, 1994; Wesche et. al, 2010; Archdeacon et. al, 2013; SWCA 2016) have also found high numbers of fish species including RGSM in the drain outfalls. Sampling efforts by SWCA in 2023 found consistent numbers of RGSM utilizing the outfalls during the middle of summer when main channel conditions were variable. Based on the higher number of young of year RGSM in Alejandro in 2015, it is also possible that RGSM may spawn in certain outfall locations. The District has enhanced seven of these wasteways/outfall sites to include sustained discharge of water via delivery control structures, and habitat improvement where applicable. This study is intended continue collect a post-improvement data set in order to obtain a comprehensive understanding of habitat suitability and fish use of these key drain wasteways/outfalls.

PROJECT GOALS AND OBJECTIVES

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

- Document persistence of fish in river channel wetted by drain/wasteway outfall during periods of drying through presence/absence sampling to determine relative abundance of fish species
- Document drain outfall and adjacent river fish communities by conducting sampling to determine relative abundance of fish species.

- Document habitat quality, type(s), and approximate location fish are utilizing and depth and velocity of areas sampled.
- Document water quality as a measure of habitat quality for native fish.
- Document lifecycle stages of Rio Grande Silvery Minnow that are sampled at the seven outfall locations.
- Study the relationship between the observed presence absence of RGSM in the outfall or adjacent channel across varied conditions, to inform the future timing, duration, and magnitude of outfall deliveries.

PROJECT METHODOLOGIES

SITE SELECTION

Up to seven (7) sites have been selected for fisheries monitoring during spring, summer and fall (Table 1). MRGCD staff will direct Contractor to focus sampling efforts at various sites throughout the course of the irrigation season. Site selection will be made during the course of the irrigation season as sampling efforts and river conditions develop. Outfall sampling will entail collection from 2-4 100-meter long locations per event per outfall, depending on outfall channel length. In addition, the main channel will be sampled from the confluence of each wasteway/drain downstream at five (5) 100-meter long locations during each outfall visit to develop a Catch Per Unit Effort (CPUE) metric that is consistent with other standardized RGSM sampling efforts. **Contractor should develop a cost estimate that allows for up to twenty-one (21) sampling events to be spread across the 7 sites.**

Table 1

Wasteway/Drain Outfall Sites Selected for MRGCD 2024 Fisheries Monitoring.

Strategic Outfalls	River Mile
240 Wasteway	164.9
Los Chavez Outfall	156.7
Peralta Wasteway	152.5
New Belen Wasteway	147.6
Lower Peralta #2	145.1
Storey Wasteway	140.6
San Francisco Outfall	127.0

OUTFALL FISHERIES SAMPLING

The 240, Los Chavez, Peralta, Lower Peralta 2, New Belen, Storey, and San Francisco wasteway/drain outfall sites and the associated main channel within the Isleta Reach of the Middle Rio Grande will be selected for fisheries monitoring during the spring, summer and early fall. A maximum of (21) sampling events will occur, spread between the 7 sites. Each site will likely be sampled once during the months of March or April (corresponding to annual spring runoff event), June-July, and again between August-September. The associated main channel will be sampled during each of the wasteway sampling

events. Outfall channel sampling will consist of a minimum of two (2) and a maximum of four (4) 100-meter sampling areas with 10-20 samples per 100 meters.

Sampling at drain sites will be varied to accommodate habitat variability among the sites and to maximize the catch of fish. At all drain sites, fish will be sampled using a small beach seine (3.1 × 1.8 m [10 × 6 feet] with 3-mm mesh) from habitats that are accessible by biologists wearing waders. If a site has sufficient complexity, then the use of a backpack electrofisher may be considered. Fyke nets or other trap nets could be used in areas where the depth and or complexity would preclude efficient sampling with a beach seine and or backpack electrofisher.

At a minimum, habitat of each sampled wasteway/drain outfall will be qualitatively assessed for mesohabitat composition, cover, and the presence of woody debris and other structural features. All collected fish will be identified and counted. The standard length of all silvery minnow will be recorded. All collected fish will be returned back to the site of capture. Water quality during each sampling event will be collected from a minimum of three locations within each wasteway/drain outfall.

MAIN CHANNEL SAMPLING

Additional sampling of the Rio Grande at the confluence of the wasteway/drains will be conducted. Five (5) discrete 100-meter sites of main channel habitat will be systematically selected for monitoring. Sampling will occur prior to, during, and after anticipated drying in the proposed sampling area. During drying, only wetted main channel habitats that are maintained by water released from the drain/wasteway will be sampled. A single survey will be conducted prior to drying with a minimum of two conducted after drying begins. An additional survey may be conducted after drying ends and the river reconnects in the same areas that were sampled prior to drying. During 2016, a length of approximately 0.5 miles was observed to be maintained by discharge from the Los Chavez Wasteway (T.P. Archdeacon, personal communication), therefore sampling sites during drying may need to be modified or moved within the wetted habitat to ensure that five (5) 100-meter sites are sampled during both pre and post-drying sampling times.

Three Hobo temperature loggers will be placed into main channel habitats after drying occurs in the adjacent main channel. The temperature loggers will be placed systematically from the confluence of the Wasteway downstream to the lowermost pool that is maintained by water from the wasteway.

Fisheries sampling will consist of collecting 10 to 20 samples from each discrete 100-meter Main Channel site, if possible depending on the availability of habitat. Sampling of the lower segment will likely not warrant 10-20 seine hauls. All collected fish will be identified and counted. Water quality during each sampling event will be collected from each discrete 100-meter site using a YSI or equivalent meter. An

Example of an Outfall Sampling Event is provided in Table 2. This Sampling Event would potentially be conducted 3 times during 2024 for each outfall listed.

Table 2

OUTFALL	Main Channel Sample Areas – 100m in length	Fisheries Sampling within each 100m Main Channel Areas	Fisheries Sampling within each Outfall – 100m in length	Fisheries Sampling within each 100m Outfall Sampling Area
240 Wasteway	(5)	10-20 samples per 100m	(2) minimum, (4) maximum depending on site conditions	10-20 samples per 100m
Los Chavez Outfall	(5)	10-20 samples per 100m	(2) minimum, (4) maximum depending on site conditions	10-20 samples per 100m
Peralta Wasteway	(5)	10-20 samples per 100m	(2) minimum, (4) maximum depending on site conditions	10-20 samples per 100m
New Belen Wasteway	(5)	10-20 samples per 100m	(2) minimum, (4) maximum depending on site conditions	10-20 samples per 100m
Lower Peralta #2	(5)	10-20 samples per 100m	(2) minimum, (4) maximum depending on site conditions	10-20 samples per 100m
Storey Wasteway	(5)	10-20 samples per 100m	(2) minimum, (4) maximum depending on site conditions	10-20 samples per 100m
San Francisco Outfall	(5)	10-20 samples per 100m	(2) minimum, (4) maximum depending on site conditions	10-20 samples per 100m

WATER QUALITY AND ENVIRONMENTAL MONITORING

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

SAMPLING ASSUMPTIONS TO MINIMIZE COLLECTION IMPACT

Sampling for fish in wasteways will not be conducted when water temperatures are at or above 30°C. Prior to sampling at each wasteway or the adjacent main channel temperature will be recorded to determine suitability for sampling. If the temperature is at or exceeds the threshold temperature of 30°C, the survey will be postponed until the temperature drops below the threshold temperature of 30°C.

If the density of silvery minnow in a wasteway and the adjacent main channel exceeds four (4) fish per sample or seine haul, or a total of 40 per wasteway site and the adjacent main channel, then beach seines will be the only gear type employed for sampling at that site during additional surveys. Results will be communicated with the USFWS to determine a suitable sampling frequency and avoid overlap with rescue/salvage activities in the area to minimize impacts to silvery minnow.

FISH PROCESSING AND HANDLING

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

DEPLETION SAMPLING & END OF SEASON SAMPLING

During the planned August or September survey, a depletion sample will be conducted at three of the proposed drain outfall monitoring sites. The depletion survey will be conducted by closing a 30 meter site within the outfall channel with block nets and then depleting the fish population therein with either the backpack electrofisher or the beach seine, depending on environmental conditions. At each depletion survey area, a minimum of 3 and a maximum of 5 passes will be conducted to determine abundance within the depleted area. These data will be used to extrapolate out the density of fish within the drain for all species encountered. No depletion sampling will take place in the main channel of the river.

Once the irrigation season ends on October 31st, the Contractor may be asked to conduct a final sampling effort at each site to determine if any RGSM or other fish species are at risk of stranding inside the outfall channel once water deliveries are halted.

TIME PERIOD OF WORK

The expected period of service for this work order is from approximately April 15th through November 1st of each eligible year.

DELIVERABLES

- Per task requested: Monitoring, Sampling and Analysis Plan (MSAP) to include description of work, schedule, and budget.
- Task specific summary reports 21 days after task is completed.
- Final Report with findings and recommendations regarding how to best modify outfall deliveries to support RGSM survival in the immediate outfall area during low water conditions.

LITERATURE CITED

- Archdeacon, T. P., Austring, T. J., Diver, T. A., Nolen, M. S. *Fish Communities of the Lower Peralta Drain #2, Lower San Juan Drain, and Sabinal Drain, New Mexico*. U.S. Fish and Wildlife Service, New Mexico Fish and Wildlife Conservation Office. Submitted to the Minnow Action Team, Middle Rio Grande Endangered Species Collaborative Program, Albuquerque, New Mexico.
- Cowley, D. E., R. C. Wissmar, and R. Sallenave. 2007. *Fish Assemblages and Seasonal Movements in Irrigation Canals and River Reaches of the middle Rio Grande, New Mexico (USA)*. *Ecology of Freshwater Fish* 16:548-558.
- Foster, J.R. 1977. Pulsed gastric lavage: An efficient method of removing stomach contents of live fish. *The Progressive Fish Culturist* 39:166-169.
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- Nelson, J. S., E. J. Crossman, H. Espinosa-Perez, L. T. Findley, C. R. Gilbert, R. N. Lea, and J. D. Williams. 2004. *Common and scientific names of fishes from the United States, Canada and Mexico*. Sixth edition. Bethesda, Maryland: American Fisheries Society Special Publication 29.
- Reale, J. In Review. *Continuous Water Quality Monitoring and Assessment Report of Agricultural Return Drains of the Middle Rio Grande as Potential Refugia Habitat for Rio Grande Silvery Minnow (Hybognathus amarus)*. U.S. Army Corps of Engineers. Submitted to the Minnow Action Team, Middle Rio Grande Endangered Species Collaborative Program, Albuquerque, New Mexico.
- Sublette, J. E., M. D. Hatch, and M. Sublette. 1990. *The Fishes of New Mexico*. Albuquerque: University of New Mexico Press.
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- SWCA Environmental Consultants. 2023. *Middle Rio Grande Conservancy District Drain Outfall Sampling and Analysis – Spring/Summer/Fall 2023*. Submitted to Middle Rio Grande Conservancy District. [draft]
- Wesche, T. A., Wesche, L. B., Broderick, S., Cowley, D. E., Wyman, B. 2010. *Development of Rio Grande Silvery Minnow Refugia at Drain Outfalls of the Isleta Reach of the middle Rio Grande, New Mexico*. Submitted to the U.S. Bureau of Reclamation and the Middle Rio Grande Endangered Species Collaborative Program, Albuquerque, New Mexico.

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 Outfall Monitoring Firm

- 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 projects 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
SAMPLING EQUIPMENT	HOURLY/DAILY RATE
ESTIMATED COST PER OUTFALL SAMPLING EVENT	
	SUM OF ABOVE

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.

**REQUEST FOR PROPOSAL
COMPLIANCE**

IN THE INTEREST OF FAIRNESS AND SOUND BUSINESS PRACTICES, IT IS MANDATORY THAT YOU STATE ANY EXCEPTIONS.

IF PROPOSAL DOES NOT MEET OR EXCEED THE REQUIREMENTS OR ANY DEVIATIONS EXIST, OFFEROR MUST DETAIL EXCEPTIONS BELOW. (USE A SEPARATE SHEET IF NECESSARY):

I MEET REQUIREMENTS _____ DON'T MEET REQUIREMENTS _____
MUST CHECK (√) ONE

NAME: _____
TITLE: _____

**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, Glen Duggins, Barbara Baca, Stephanie Russo Baca, Colin Baugh 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

OUTFALL MONITORING 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 February 29th, 2024. 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