



Chaves Soil and Water Conservation District

Project: Aerial Herbicide Application RFP # Chaves SWCD 24-02

The Chaves Soil and Water Conservation District reserves the right to delete or remove items necessary to comply with the budget set for this project.

The Chaves Soil and Water Conservation District reserves the right to reject any and all proposals.

All proposals must be submitted no later than

February 6th, 2024, 4:30 p.m. MST

Proposals will be awarded

February 12, 2024

Offerors need not be present.

E-mailed or faxed proposals are not accepted.

Send proposals to:

**Chaves Soil and Water Conservation District
Attn: Jennifer Pierce- Procurement Manager
129 E 3rd St. - P.O. Box 2722
Roswell, NM 88202
Telephone: 575-755-7923**



Request for Proposal Packet Information

The following documents contain the necessary details for submitting a proposal on reclamation activities primarily in southeast New Mexico. The project will consist of aerial herbicide application. This may be a multi-contractor project to assure expedition in completion of all work required.

Please provide documentation as requested in Section III, C – Proposal Format and any other items necessary for the proposal. Place proposal documents into an envelope, seal, and clearly indicate this is a response to **Aerial Herbicide Application RFP**.

The proposals will be evaluated February 8th, 2024, applicants need not be present. If there are any questions pertaining to this proposal, feel free to contact the Chaves Soil and Water Conservation District (SWCD) office at (575) 755-7923 and ask for Jennifer Pierce, Procurement Manager, or Emily Doss, Project Manager.

All proposals must be received by the procurement manager or designee **NO LATER THAN 4:30 PM MOUNTAIN STANDARD TIME ON February 6th, 2024** at the following address:

Jennifer Pierce, Procurement Manager
Aerial Herbicide Application RFP
Chaves Soil and Water Conservation District
129 E 3rd St.- P.O. Box 2722
Roswell, NM 88202

Postmarked dates on proposal envelope will not be accepted. *Faxed or e-mailed versions of the proposal will not be accepted.* **Proposals received after this deadline will not be accepted.**

The Chaves Soil and Water Conservation District reserves the right to delete or remove items necessary to comply with the budget set for this project.

The Chaves Soil and Water Conservation District reserves the right to reject any and all proposals.



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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Chaves Soil and Water Conservation District (SWCD) is requesting proposals for aerial herbicide treatment activities primarily in southeast New Mexico. Map of proposed area is attached (**APPENDIX J**). All necessary chemical(s) may be provided by the Chaves SWCD. This may be a multi-contractor project to assure expedition for completion of all work required. There may be additional funding available for the extension of contracts to successful offerors.

B. BACKGROUND INFORMATION

The Chaves SWCD works in conjunction with the local Bureau of Land Management (BLM) offices, NM State Land Office, and private landowners to restore native rangeland, riparian, and disturbed areas back to a healthy condition. Work will involve grassland restoration and invasive plant control by aerial herbicide application. Work recommendations for the individual areas will be discussed prior to issuing each work order.

C. SCOPE OF PROCUREMENT

1. This may or may not be a multi-contractor project to assure expedition in completion of all work required.
2. The initial contract(s) shall begin on February 12, 2024 or as soon as possible thereafter and end on February 13, 2025.
3. The Chaves SWCD reserves the option of renewing the initial contract(s) on an annual basis for 3(three) additional years or any portion thereof for the purpose of aerial herbicide application. In no case will the contract(s), including all renewals thereof, exceed a total of 4(four) years in duration.
4. Prior to work being assigned under contract, a quote may or may not be requested by the Chaves SWCD. Due to the cost fluctuation of fuel costs, the price per acre on noxious and invasive weeds treatment quoted by the Contractor will not deviate more than \$200.00 per acre either way of the amount agreed to in the original contract. If the cost of fuel has deviated beyond the \$200.00 per acre, a new request for proposal will be issued by the Chaves SWCD; and this contract will be null and void.
5. The scope of work shall consist of:
 - a. Project meetings:
 - b. A pre-work conference will be held prior to the start of the work. The Contractor will be notified in advance of the meeting time, date and place. The purpose will be to review required work, project drawings and specifications, schedules, payments and administrative provisions of the Contract. The Contractor, subcontractors and the persons responsible for coordination of the work shall be present at the meeting. The Contractor shall be prepared to summarize and explain



- procedures planned for the project and present the submittals requested in the specifications.
- c. Progress meetings shall be held at the project site, or as determined by the Procurement Manager. Meetings may be called by either the Procurement Manager or the Contractor.
 - d. A final inspection meeting shall be held at the project site or as determined by the Procurement Manager. The Contractor shall notify the Procurement Manager at least two working days before the completion date so the Chaves SWCD can schedule a final inspection. The superintendent shall be present during this final inspection.
6. Inspections:
- a. The Chaves SWCD will make periodic inspections for acceptance and payment, and recommendations for adjustments in work quality while work is in progress. The Contractor and, or any sub-contractor is encouraged to observe inspections while they are being made.
 - b. Inspections for compliance with contract specifications will be made for work units reported as completed by the Contractor.
 - c. The following items will be inspected for quality and compliance with contract specifications and may be documented through logs and/or photographs:
 - d. Proper application of chemical to target species;
 - e. Protection of leave trees and patches, fences, and other structures or improvements;
 - f. Undue surface disturbances that result in deep extraction holes, turning areas by heavy machinery, bank destabilization, etc.
7. Final Inspection- Meetings shall be held at the project site, or as determined by the Procurement Manager. The Contractor shall notify the Procurement Manager at least two working days before the completion date so the Chaves SWCD can schedule final inspection. The superintendent shall be present during this final inspection. The Contractor will present a final report no more than one week after project completion.
8. Work conditions:
- a. Chaves SWCD, in conjunction with the landowner, New Mexico State Land Office, and BLM, shall provide shape files and/or maps that will be the final authority on areas to be included or excluded.
 - b. Work will be permitted only during daylight hours.
 - c. Work will be permitted on every day of the week and holidays.
 - d. Treatment will only be permitted during acceptable weather conditions as discussed with the Procurement Manager.
 - e. Personnel shall be furnished by the Contractor.
 - f. The Contractor shall furnish all equipment.
 - g. All treatments shall be done in accordance with adopted BLM or NRCS specifications (copy of adopted specifications available at the Chaves SWCD office)
9. Method of Measurement
- a. Aerial treatments will be measured and paid for by the number of acres treated.



- b. The number of acres needed to complete the work will be determined by the Chaves SWCD and provided to the Contractor prior to start of work.

10. Work Limits:

- a. Boundaries of the treatment area will be discussed with the contractor prior to the start of work in the project area. Protected areas will be marked, and Contractor notified of marking process used and locations applicable. Contractor will be responsible for staying within the treatment boundaries. The contractor will halt all work and contact the Procurement Manager if the boundaries of the contract area are in question. Work will resume once the boundaries of the project area have been identified and are clearly understood by the contractor.

11. Access:

1. County and two-track roads provide access to the majority of the project areas. Trailer (lowboy) access may be limited on certain roads. Road access to some parts of the project area may be limited, equipment and service vehicle access will be granted entrance (traveling off road) only for the duration of the project. Building of any new roads is strictly prohibited.
2. Contractor will be responsible for coordinating access with the procurement manager to all areas on public lands. The contractor shall not cause rutting or other damage to public or private roads, and not damage fences or other property.
3. Roads within the project area may be unimproved. Wet weather conditions can render these roads as impassable until the road surface dries out.
4. During extended periods of wet weather conditions, the Procurement Manager may elect to suspend project activities to prevent damage to roads and the project area surface. The contractor will not be penalized for the days suspended in the performance period.
5. The contractor shall ensure that all closed gates within a project area remain closed during the contract.

12. Fire Precautions:

- a. Contractor will be required to abide by any fire restrictions that may be in effect throughout the duration of the contract. Contractor will be notified of any restrictions by the procurement manager prior to or during the performance of the contract.

13. Permits and Licenses:

- a. Contractor is responsible for obtaining any transportation permits from the Highway Department as needed. Contractor is responsible for obtaining and providing proper New Mexico Chemical Applicator Licenses to the Procurement Manager prior to the start of work.

14. Safety Considerations:

- a. Applicable one call inquiries should be made 48 hours prior start of the project to determine the description and location of any underground hazards or infrastructure that could pose a danger to, and liability for, buried pipelines, cables, etc. In addition, the Contractor will be required to carry the necessary liability insurance for the project.

15. Special Treatment Requirements:



1. Prior to treatment, the contractor shall visually inspect area for wildlife nests. If present, the Contractor shall confer with the procurement manager before treatment.
2. Pile extracted material in a manner that allows burning at a later date (if applicable). The Contractor shall ensure access to livestock water troughs are not impeded by slash or piles.
3. Any extracted material shall be removed from all access roads and trails, unless otherwise designated by the procurement manager. Extracted material will be removed from within fifteen (15') feet of any fence or access road. The Contractor shall be liable for any damage caused by extraction to fences in the project areas not targeted for abandonment.
4. All piles of extracted material will be piled in areas devoid of heavy ground cover. Areas/trees marked to be avoided will also not have piles of extracted material within fifteen (15') in order to prevent damage during future burning (e.g., cottonwood trees may require the distance of piles away from the tree equal to the tree crown diameter).
5. Personnel must be able to batch and triple rinse on site.
16. Quality Assurance and Acceptance Surveillance Plan:
Acceptance of completed work performed, will be based on the following measures:
 1. Death of 85 to 90% of specified species from project area by ocular observation;
 2. Ensure roads, trails, fence lines, and stock tanks are clear; 95%
 3. Limit ground disturbance by backfilling deep holes and ruts created by machinery; 75%.
17. Unsatisfactory Work:
 1. If any of the work done by the Contractor does not conform to contract requirements, the Government may require the Contractor to perform the work again in conformity with contract requirements at no increase in contract amount. When the defect in work cannot be corrected by re-performance, the Government may:
 - i.) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - ii.) Reduce the contract price to reflect the reduced value of the work performed.
 2. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
 - i.) By contract or otherwise, perform the work and charge to the Contractor any cost incurred by the Government that is directly related to the performance of the work; or
 - ii.) Terminate the Contract for default.



D. PROCUREMENT MANAGER

1. The Chaves SWCD has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Jennifer Pierce, Procurement Manager
Chaves Soil and Water Conservation District
Address: 129 E 3rd St.- P.O. Box 2722
Roswell NM 88202

Telephone: (575)755-7923
Email: chavesswcd@gmail.com

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Jennifer Pierce, Procurement Manager
Reference RFP Name: Chaves SWCD 24-02 - Aerial Herbicide Treatment
Address: Chaves Soil and Water Conservation District
129 E. 3rd St.- P.O. Box 2722
Roswell, NM 88202

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager or Project Manager. Offerors may contact **ONLY** the Procurement Manager or Project Manager regarding this procurement. Other employees or Evaluation Committee members do not have the authority to respond on behalf of Chaves SWCD. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Agency” means Chaves Soil and Water Conservation District (Chaves SWCD).

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.



“Close of Business” means 4:30 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Confidential” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with Chaves SWCD.

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

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

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

“IT” means Information Technology.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.



“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“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.

“Price Agreement” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means Chaves SWCD.

“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

“Project manager” means any person or designee authorized to lead projects and correspond on RFP related business.

“Request for Proposals (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 means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. Chaves SWCD reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a



determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

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

“Written” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.



II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Date / Day
1. Issue RFP	Chaves SWCD	01/04/24 Thursday
2. Acknowledgement of Receipt	Chaves SWCD	01/11/24 Thursday
3. Deadline to submit Questions	Potential Offerors	01/18/24 Thursday
4. Response to Written Questions	Procurement Manager	01/24/24 Wednesday
5. Submission of Proposal	Potential Offerors	02/06/24 Tuesday 3:30PM MST or MDT
6. Proposal Evaluation	Evaluation Committee	02/08/24 Thursday
7. Selection of Finalists	Evaluation Committee	02/08/24 Thursday
8. Best and Final Offers	Finalist Offerors	02/08/24 Thursday
9. Award and Finalize Offers	Chaves SWCD Board of Supervisors	02/12/24 Monday
10. Contract Awards	Procurement Manager	02/12/24 Monday
11. Protest Deadline	Offeror	03/12/24 Tuesday

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the Chaves Soil and Water Conservation District on January 4th, 2024.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, 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 to the Procurement Manager by 3:30 pm MST or MDT on January 11th, 2024.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement 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 January 18th, 2024, at 3:30 pm Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events 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 Acknowledgement of Receipt Forms described in Section II, Paragraph B2 before the deadline. Additional copies will be posted to: www.chavesswcd.com

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:30 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON February 6th, 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 addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Aerial Herbicide Treatment Request For Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals 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 Request for Proposals. Awarded in this context means the final required Agency signature on the contract(s) resulting from the procurement has been obtained.



6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II, Paragraph A, Sequence of Events or as soon as possible.

8. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II, Paragraph A, Sequence of Events or as soon as possible.

9. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Chaves SWCD Board of Supervisors. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, Chaves SWCD reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II, Paragraph A, Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Chaves SWCD Board of Supervisors.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the Chaves SWCD, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Chaves SWCD Board of Supervisors approval.



11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 3:30 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal title. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Jennifer Pierce, Procurement Manager
Chaves Soil and Water Conservation District
129 E 3rd St.- P.O. Box 2722
Roswell, NM 88202

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

The Chaves SWCD will consider a proposal from multiple contractors in the form of a joint venture response to the RFP. If accepted, the Chaves SWCD will enter into separate contracts with each of the multiple prime contractors. The specific responsibilities of each of the multiple prime contractors must be clearly described in the joint venture proposal. The Chaves SWCD will accept no more than five (5) multiple prime contractors in a single joint venture proposal. Chaves SWCD will make payments to only the prime contractor(s).



4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

- a. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Chaves SWCD shall examine the Offeror's request and make a written determination that specifies which portions of the



proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied, in writing, by Chaves SWCD through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals. Current updated information regarding this procurement is available on the Chaves SWCD website at www.chavesswcd.com.



15. Contract Terms and Conditions

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

Should an offeror object to any of the Chaves SWCD's terms and conditions, as contained in APPENDIX B, the Offeror must propose specific alternative language. The Chaves SWCD may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Chaves SWCD and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Chaves SWCD.

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a

Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the



failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Chaves SWCD reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Chaves SWCD, meeting its needs adequately.

21. Notice of Penalties

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

22. Chaves SWCD Rights

The Chaves SWCD in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the Chaves SWCD.

25. Confidentiality

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



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

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure 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 the Chaves SWCD, the Offeror acknowledges that the version maintained by the Chaves SWCD shall govern.

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and Chaves SWCD exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of Chaves SWCD.
- C. Offeror must agree 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 <https://www.bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.



29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX C, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

The Offeror's proposal must be accompanied by the Letter of Transmittal Form (APPENDIX F). The Letter of Transmittal **MUST** include:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, titles, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone, and e-mail address of person to be contacted for clarification;
- e. Identify if sub-contractors will be used in the performance of the contract award;
- f. Identify the following with a check mark and signature where required
 - i. Explicitly indicate acceptance of the Conditions Governing the Procurement state in Section II, paragraph C.1;
 - ii. Acceptance of Section V of this RFP;
 - iii. Acknowledge receipt of any and all amendments to this RFP;
 - iv. Be signed by the person authorized to contractually obligate the organization.

31. Disclosure Regarding Responsibility

A. Any prospective Contractor and/or any of its principals who seek to enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the 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;



- b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
- 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chaves SWCD or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.



- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to Chaves SWCD or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, Chaves SWCD may terminate the involved contract for cause. Still further Chaves SWCD may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of Chaves SWCD.

32. Conflict of Interest: Governmental Conduct Act

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

Offeror shall deliver one (1) copy of their proposal to the location specified in Section 1, Paragraph D.2 on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.



1. Proposal Content and Organization

- a. Signed Letter of Transmittal (APPENDIX F)
- b. Table of Contents
- c. Proposal Summary
- d. Response to Specifications with the exception of cost
- e. Response to Chaves SWCD Contract Terms and Conditions
- f. Offeror's Additional Terms and Conditions
- g. Completed Cost Response Form (APPENDIX D)-*turn in separately*
- h. Campaign Contribution Form (APPENDIX C)
- i. Signed Employee Health Cover Form (APPENDIX G)
- j. Resident Vendor/Veterans Preference Certification (If applies, APPENDIX H)
- k. Signed Conflict of Interest Affidavit (If applies, APPENDIX I)
- l. Other Supporting Material (APPENDIX J)

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only on the cost response form.

Any proposal that does not adhere to these requirements may be deemed nonresponsive and rejected on that basis.

The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

Offerors may attach other material that they may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. TECHNICAL SPECIFICATIONS

1. Organizational Experience Offerors must

- a) provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The



narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of aerial herbicide treatments. All treatments provided to private sector will also be considered;

b) indicate how many aerial herbicide activities have been performed in the last two years and what percentage of business revenue is derived from aerial treatment engagements;

c) describe at least two project successes and failures of an aerial herbicide engagement. Include how each experience improved the Offeror's services.

2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX E, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Section I, Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before the proposal submission deadline for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Procedural environment; (i.e., Equipment used and process)
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

3. Required Deliverables

Offerors must submit the following as proof of their capacity and capability to perform the duties described in Section I, C:

- a) Copies of current contractor's license and Chemical Applicator's license



- b) Copies of proof of tax identification (for New Mexico Gross Receipts Taxing ability)
- c) Copies of Proof of Insurance (liability and workers' compensation if applicable)
- d) List of equipment and personnel to be utilized in this project
- e) List of subcontractors and qualifications (if applicable)
- f) Proof of DUNs registration (if available)
- g) Copies of current Federal Aviation Administration Agricultural Aircraft Operator certificate
- h) Copies of National Agricultural Aviation Association Self-regulating Application and Flight Efficiency (S.A.F.E.) certification

B. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to Chaves SWCD at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX F. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX C)

**5. Cost**

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the acre. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

6. Employee Health Coverage Form

The Offeror must agree with the terms as indicated in APPENDIX G. The unaltered form must be completed and must be signed by the person authorized to obligate the company.

7. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section.

V. EVALUATION**A. EVALUATION POINT SUMMARY**

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factor	Points Available
A. Technical Specifications	
A. 1. Organizational Experience	300
A. 2. Organizational References	500
A. 3. Required Deliverables	Pass/Fail
B. Business Specifications	
B.1. Financial Stability	Pass/Fail
B.2. Performance Surety Bond	Pass/Fail
B.3. Letter of Transmittal	Pass/Fail
B.4. Signed Campaign Contribution Disclosure Form	Pass/Fail
B.5. Cost	200
B.6. Employee Health Coverage Form	Pass/Fail
B.7. Resident/Veterans Preference	See below
TOTAL	1,000 points

Table 1: Evaluation Point Summary

**B. EVALUATION FACTORS****1. A.1 Organizational Experience (See Table 1)**

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited and the perceived validity of the response.

2. A.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror's services, the timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offerors overall performance.

3. A.3 Required Deliverables (See Table 1)

Pass/fail only. No points assigned.

4. B.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

5. B.2 Performance Surety Bond (See Table 1)

If required. Pass/Fail only. No points assigned.

6. B.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

7. B.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

8. B.5 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

9. B.6. Employee Health Coverage Form (See Table 1)

Pass/Fail only. No points assigned



10. B.7. Resident Business or Resident Veterans Preference (See Table 1)

Percent of preference will be determined by offerors that submit the correct documentation. Once RFP is totally scored the proper percent of preference will apply to those offerors that qualify. For example; an RFP has a total value of 1,000 points. Five proposals are received; one from a resident business, one from a resident veteran's business with an 8% preference and three non-resident businesses. The two preference businesses would receive 50 points for the resident preference and 80 points for the resident veteran's preference added to their already evaluated score, making it possible for the highest score total 1,080.

11. Conflict of Interest: Governmental Conduct Act Affidavit (APPENDIX I)

Optional, no points assigned.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.6.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II, Paragraph B.9). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUESTS FOR PROPOSALS

Aerial Herbicide Treatment Activities

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on January 11, 2024. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Chaves SWCD's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Jennifer Pierce, Procurement Manager
Chaves Soil and Water Conservation District
129 E. 3rd St. - P.O Box 2722
Roswell NM 88202
Phone: 575-755-7923
chavesswcd@gmail.com

APPENDIX B

SAMPLE CONTRACT TERMS AND CONDITIONS

CHAVES SOIL AND WATER CONSERVATION DISTRICT
SAMPLE PROFESSIONAL SERVICES CONTRACT
FOR
Aerial Herbicide Treatment Activities

THIS AGREEMENT is made and entered into by and between the Chaves Soil and Water Conservation District, herein after referred to as the "Chaves SWCD", and <NAME OF CONTRACTOR>, herein after referred to as the "Contractor." This Contract is effective as of the date set forth below upon which it is executed by the Chaves SWCD Board of Directors.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

DEFINITIONS

"Project Manager" means the individual assigned by the Chaves SWCD to manage the project and administer this Agreement.

"Project Plan" means a document approved by the Project Manager which includes a list of tasks to be performed and the time frame for the completion of each task. All work under this Agreement shall be performed in accordance with the approved Project Plan.

SCOPE OF WORK - THE INITIAL SCOPE OF WORK SHALL CONSIST OF:

Project Meetings:

Pre-Work Conference: A pre-work conference will be held prior to the start of work. The Contractor will be notified in advance of meeting time, date and place. The purpose will be to review required work, project drawings and specifications, schedules, payments, and administrative provisions of the Contract. The Contractor, subcontractors and the persons responsible for coordination of the work shall be present at the meeting. The Contractor shall be prepared to summarize and explain procedures planned for the project and present the submittals requested in the specifications.

Progress Meetings: Meetings shall be held at the project site, or as determined by the Procurement Manager. Meetings may be called by either the Procurement Manager or the Contractor.

Final Inspection: Meetings shall be held at the project site, or as determined by the Procurement Manager. The Contractor shall notify the Procurement Manager in writing at least two working days before the completion date so Chaves SWCD can schedule final inspection. The superintendent shall be present during this final inspection.

WORK CONDITIONS



Work Limits: Chaves SWCD provided shape files and or maps will be the final authority on the areas to be treated and excluded.

Work Hours: Treatments will be permitted only during daylight hours.

Work Days: Treatments will be permitted on every day of the week and holidays.

Materials: Chaves SWCD shall/shall not furnish materials for the Contractor other than herbicide.

Equipment: The Contractor shall furnish all equipment.

General: All herbicide treatments shall be done in accordance with adopted Bureau of Land Management or NRCS specifications (copy of adopted specifications available at the Chaves SWCD office).

Area of Installation: Aerial treatments will occur within the designated boundaries of the project area.

Method of Measurement

Units: Aerial application of herbicide will be measured and paid for by the number of acres treated.

Measurement: The number of acres used to complete the work will be determined by the Chaves SWCD and provided to the Contractor prior to start of work.

PAYMENT PROVISIONS - ALL PAYMENTS UNDER THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING PROVISIONS.

Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Chaves SWCD shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or deliverables have been accepted in writing by the Project Manager.

Unless otherwise agreed upon between the Chaves SWCD and the Contractor, within fifteen (15) days from the date the Chaves SWCD receives written notice from the Contractor that payment is requested for services, the Project Manager shall issue a written certification of complete or partial acceptance or rejection of the services or deliverables. Upon certification by the Project Manager that the services or deliverables have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month.

Rates - The contractor agrees to perform billable work at the following rate(s) of \$ XXX.XX to \$XXX.XX per mile.



Invoices - Invoices shall be submitted to the Project Manager.

Payment of Invoice - Payment shall be made upon the receipt and acceptance of a detailed, certified invoice that includes the number of acres treated. Payment will be made to the Contractor's designated mailing address.

Payment of Taxes - The Contractor shall be reimbursed by the Chaves SWCD for applicable New Mexico gross receipts for services rendered. Such taxes must be itemized separately on the invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

TERMS - THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CHAVES SWCD. THIS AGREEMENT SHALL BEGIN ON DATE APPROVED BY THE CHAVES SWCD AND BE IN EFFECT FOR ONE YEAR AFTER APPROVAL DATE. THIS CONTRACT MAY BE RENEWED FOR UP TO THREE ADDITIONAL YEARS (PENDING AVAILABLE FUNDING). THIS AGREEMENT INCLUDING ALL EXTENSIONS AND RENEWALS SHALL NOT EXCEED FOUR CALENDAR YEARS IN DURATION.

TERMINATION - THIS AGREEMENT MAY BE TERMINATED BY EITHER OF THE PARTIES HERETO UPON WRITTEN NOTICE DELIVERED TO THE OTHER PARTY AT LEAST (14) DAYS PRIOR TO THE INTENDED DATE OF TERMINATION. BY SUCH TERMINATION, NEITHER PARTY MAY NULLIFY OBLIGATIONS ALREADY INCURRED FOR PERFORMANCE OR FAILURE TO PERFORM PRIOR TO THE DATE OF TERMINATION. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

STATUS OF CONTRACTOR - THE CONTRACTOR, AND HIS AGENTS AND EMPLOYEES, ARE INDEPENDENT CONTRACTORS PERFORMING PROFESSIONAL SERVICES FOR THE CHAVES SWCD AND ARE NOT EMPLOYEES OF THE CHAVES SWCD. THE CONTRACTOR, AND HIS AGENTS AND EMPLOYEES, SHALL NOT ACCRUE LEAVE, RETIREMENT, INSURANCE, BONDING, USE OF STATE VEHICLES, OR ANY OTHER BENEFITS AFFORDED TO EMPLOYEES OF THE CHAVES SWCD AS A RESULT OF THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ALL SUMS RECEIVED HEREUNDER ARE PERSONALLY REPORTABLE BY IT FOR INCOME TAX PURPOSES AS SELF-EMPLOYMENT OR BUSINESS INCOME AND ARE REPORTABLE FOR SELF-EMPLOYMENT TAX.

ASSIGNMENT - THE CONTRACTOR SHALL NOT ASSIGN OR TRANSFER ANY INTEREST IN THIS AGREEMENT OR ASSIGN ANY CLAIMS FOR MONEY DUE OR TO BECOME DUE UNDER THIS AGREEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CHAVES SWCD.

SUBCONTRACTING - THE CONTRACTOR SHALL NOT SUBCONTRACT ANY PORTION OF THE SERVICES TO BE PERFORMED UNDER THIS AGREEMENT WITHOUT WRITTEN



APPROVAL FROM THE PROJECT MANAGER. THE FOLLOWING SUBCONTRACTOR(S) HAVE BEEN APPROVED TO SUPPLY RESOURCES FOR THIS AGREEMENT N/A.

RECORDS OF AUDIT - DURING THE TERM OF THIS AGREEMENT AND FOR THREE YEARS THEREAFTER, THE CONTRACTOR SHALL MAINTAIN DETAILED RECORDS PERTAINING TO THE SERVICES RENDERED AND PRODUCTS DELIVERED. THESE RECORDS SHALL BE SUBJECT TO INSPECTION BY THE CHAVES SWCD, THE STATE AUDITOR AND APPROPRIATE FEDERAL AUTHORITIES. THE CHAVES SWCD SHALL HAVE THE RIGHT TO AUDIT BILLINGS BOTH BEFORE AND AFTER PAYMENT. PAYMENT UNDER THIS AGREEMENT SHALL NOT FORECLOSE THE RIGHT OF THE CHAVES SWCD TO RECOVER EXCESSIVE OR ILLEGAL PAYMENTS.

APPROPRIATIONS - THE TERMS OF THIS AGREEMENT ARE CONTINGENT UPON SUFFICIENT APPROPRIATIONS AND AUTHORIZATION BEING MADE BY THE LEGISLATURE OF NEW MEXICO FOR THE PERFORMANCE OF THIS AGREEMENT. IF SUFFICIENT APPROPRIATIONS AND AUTHORIZATION ARE NOT MADE BY THE LEGISLATURE, THIS AGREEMENT SHALL TERMINATE UPON WRITTEN NOTICE BEING GIVEN BY THE CHAVES SWCD TO THE CONTRACTOR. THE CHAVES SWCD'S DECISION AS TO WHETHER SUFFICIENT APPROPRIATIONS ARE AVAILABLE SHALL BE ACCEPTED BY THE CONTRACTOR AND SHALL BE FINAL.

RELEASE - THE CONTRACTOR, UPON FINAL PAYMENT OF THE AMOUNT DUE UNDER THIS AGREEMENT, RELEASES THE CHAVES SWCD, ITS OFFICERS AND EMPLOYEES, AND THE STATE OF NEW MEXICO FROM ALL LIABILITIES, CLAIMS AND OBLIGATIONS WHATSOEVER ARISING FROM OR UNDER THIS AGREEMENT. THE CONTRACTOR AGREES NOT TO PURPORT TO BIND THE CHAVES SWCD, UNLESS THE CONTRACTOR HAS EXPRESS WRITTEN AUTHORITY TO DO SO, AND THEN ONLY WITHIN THE STRICT LIMITS OF THAT AUTHORITY.

CONFIDENTIALITY - ANY CONFIDENTIAL INFORMATION PROVIDED TO OR DEVELOPED BY THE CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT SHALL BE KEPT CONFIDENTIAL AND SHALL NOT BE MADE AVAILABLE TO ANY INDIVIDUAL OR ORGANIZATION BY THE CONTRACTOR WITHOUT PRIOR WRITTEN APPROVAL BY THE PROJECT MANAGER.

PRODUCT OF SERVICE:

COPYRIGHT - ALL MATERIALS DEVELOPED OR ACQUIRED BY THE CONTRACTOR UNDER THIS AGREEMENT SHALL BECOME THE PROPERTY OF THE STATE OF NEW MEXICO AND SHALL BE DELIVERED TO CHAVES SWCD NO LATER THAN THE TERMINATION DATE OF THIS AGREEMENT. NOTHING PRODUCED, IN WHOLE OR IN PART, BY THE CONTRACTOR UNDER THIS AGREEMENT SHALL BE THE SUBJECT OF AN APPLICATION FOR COPYRIGHT BY OR ON BEHALF OF THE CONTRACTOR. THE ORIGINAL AND ONE COPY OF ALL MATERIALS, WORK PAPERS, MEETING NOTES, DESIGN DOCUMENTS, OR OTHER DOCUMENTS PRODUCED BY THE CONTRACTOR SHALL BE INDEXED AND PLACED IN APPROPRIATELY LABELED BINDERS AND DELIVERED TO THE PROJECT MANAGER AT CONCLUSION OF THE AGREEMENT. THE SOURCE CODE TO ANY CUSTOM-DEVELOPED SOFTWARE UNDER THIS AGREEMENT



SHALL BECOME THE PROPERTY OF THE STATE OF NEW MEXICO AND SHALL BE DELIVERED TO THE CHAVES SWCD ON MEDIA OF THE CHAVES SWCD'S CHOICE NO LATER THAN THE TERMINATION OF THIS AGREEMENT.

CONFLICT OF INTEREST - THE CONTRACTOR WARRANTS THAT HE PRESENTLY HAS NO INTEREST AND SHALL NOT ACQUIRE ANY INTEREST, DIRECT OR INDIRECT,

WHICH WOULD CONFLICT IN ANY MANNER OR DEGREE WITH THE PERFORMANCE OF SERVICES REQUIRED UNDER THIS AGREEMENT. THE CONTRACTOR SHALL COMPLY WITH ANY APPLICABLE PROVISIONS OF THE NEW MEXICO GOVERNMENTAL CONDUCT ACT AND THE NEW MEXICO FINANCIAL DISCLOSURES ACT.

AMENDMENT - THIS AGREEMENT SHALL NOT BE ALTERED, CHANGED OR AMENDED EXCEPT BY INSTRUMENT IN WRITING EXECUTED BY THE PARTIES HERETO.

APPROVAL OF CONTRACTOR PERSONNEL - ONCE WORK HAS STARTED, NO CHANGES OF PERSONNEL WILL BE MADE BY THE CONTRACTOR WITHOUT THE PRIOR WRITTEN CONSENT OF THE PROJECT MANAGER. REPLACEMENT OF ANY CONTRACTOR PERSONNEL, IF APPROVED, SHALL BE WITH PERSONNEL OF EQUAL ABILITY, EXPERIENCE AND QUALIFICATIONS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY EXPENSES INCURRED IN FAMILIARIZING THE REPLACEMENT PERSONNEL TO INSURE THEIR BEING PRODUCTIVE TO THE PROJECT IMMEDIATELY UPON RECEIVING ASSIGNMENTS. APPROVAL OF REPLACEMENT PERSONNEL SHALL NOT BE UNREASONABLY WITHHELD. THE CHAVES SWCD SHALL RETAIN THE RIGHT TO REQUEST THE REMOVAL OF ANY OF THE CONTRACTOR'S PERSONNEL AT ANY TIME.

SCOPE OF AGREEMENT - THIS AGREEMENT INCORPORATES ALL THE AGREEMENTS, COVENANTS, AND UNDERSTANDINGS BETWEEN THE PARTIES HERETO CONCERNING THE SUBJECT MATTER HEREOF, AND ALL SUCH COVENANTS, AGREEMENTS AND UNDERSTANDINGS HAVE BEEN MERGED INTO THIS WRITTEN AGREEMENT. NO PRIOR AGREEMENT OR UNDERSTANDINGS, VERBAL OR OTHERWISE, OF THE PARTIES OR THEIR AGENTS SHALL BE VALID OR ENFORCEABLE UNLESS EMBODIED IN THIS AGREEMENT.

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.

EQUAL OPPORTUNITY COMPLIANCE - THE CONTRACTOR AGREES TO ABIDE BY ALL FEDERAL AND STATE LAWS, RULES AND REGULATIONS, AND EXECUTIVE ORDERS OF THE GOVERNOR OF THE STATE OF NEW MEXICO, PERTAINING TO EQUAL EMPLOYMENT OPPORTUNITY. IN ACCORDANCE WITH ALL SUCH LAWS, RULES, AND REGULATIONS, AND EXECUTIVE ORDERS OF THE GOVERNOR OF THE STATE OF NEW MEXICO, THE CONTRACTOR AGREES TO ASSURE THAT NO PERSON IN THE UNITED STATES SHALL ON THE GROUNDS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, SEXUAL PREFERENCE, AGE OR HANDICAP, BE EXCLUDED FROM EMPLOYMENT WITH OR PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE OTHERWISE SUBJECTED TO DISCRIMINATION UNDER, ANY PROGRAM OR ACTIVITY PERFORMED



UNDER THIS AGREEMENT. IF CONTRACTOR IS FOUND TO BE NOT IN COMPLIANCE WITH THESE REQUIREMENTS DURING THE LIFE OF THIS AGREEMENT, CONTRACTOR AGREES TO TAKE APPROPRIATE STEPS TO CORRECT THESE DEFICIENCIES.

INDEMNIFICATION - THE CONTRACTOR SHALL HOLD THE CHAVES SWCD AND ITS EMPLOYEES HARMLESS AND SHALL INDEMNIFY THE CHAVES SWCD AND ITS AGENCIES AND EMPLOYEES AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LIABILITIES AND COSTS OF ANY KIND, INCLUDING ATTORNEY'S FEES FOR PERSONAL

INJURY OR DAMAGE TO PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE CONTRACTOR, ITS AGENTS, OFFICERS, EMPLOYEES OR SUBCONTRACTORS. CONTRACTOR SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION COMMITTED BY THE CHAVES SWCD, ITS OFFICERS OR EMPLOYEES.

APPLICABLE LAW - THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO.

LIMITATION OF LIABILITY - THE CONTRACTOR'S LIABILITY TO THE CHAVES SWCD FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE PURCHASE PRICE PAID TO THE CONTRACTOR FOR SERVICES THAT ARE THE SUBJECT OF THE CHAVES SWCD'S CLAIM. THE FOREGOING LIMITATION DOES NOT APPLY TO PARAGRAPH 21 OF THIS AGREEMENT OR TO DAMAGES RESULTING FROM PERSONAL INJURY CAUSED BY THE CONTRACTOR'S NEGLIGENCE.

INCORPORATION BY REFERENCE AND PRECEDENCE - THIS AGREEMENT IS DERIVED FROM

(1) THE REQUEST FOR PROPOSAL, WRITTEN CLARIFICATIONS TO THE REQUEST FOR PROPOSALS AND CHAVES SWCD RESPONSE TO QUESTIONS; (2) THE CONTRACTOR'S BEST AND FINAL OFFER, AND (3) THE CONTRACTOR'S RESPONSE TO THE REQUEST FOR PROPOSALS.

IN THE EVENT OF A DISPUTE UNDER THIS AGREEMENT, APPLICABLE DOCUMENTS WILL BE REFERRED TO FOR THE PURPOSE OF CLARIFICATION OR FOR ADDITIONAL DETAIL IN THE FOLLOWING ORDER OF PRECEDENCE: (1) AMENDMENTS TO THE AGREEMENT IN REVERSE CHRONOLOGICAL ORDER; (2) THE AGREEMENT, INCLUDING THE SCOPE OF WORK; (3) THE CONTRACTOR'S BEST AND FINAL OFFER: THE REQUEST FOR PROPOSALS, INCLUDING ATTACHMENTS THERETO AND WRITTEN RESPONSES TO QUESTIONS AND WRITTEN CLARIFICATIONS AND (5) THE CONTRACTORS RESPONSE TO THE REQUEST FOR PROPOSALS.

WARRANTIES - THE CONTRACTOR WARRANTS THAT ALL SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS. THE WARRANTY PERIOD FOR SERVICES WILL BE FOR A PERIOD OF SIX (6) MONTHS AFTER THE ACCEPTANCE OF THE DELIVERABLE. WARRANTY WORK WILL BE PERFORMED AT THE CONTRACTOR'S EXPENSE.

PROJECT REPORTING - THE CONTRACTOR WILL PROVIDE PERIODIC STATUS REPORTS TO THE PROJECT MANAGER. STATUS REPORTS WILL INCLUDE AS A MINIMUM A DISCUSSION OF PROJECT PROGRESS, PROBLEMS ENCOUNTERED AND



RECOMMENDED SOLUTIONS, IDENTIFICATION OF POLICY OR MANAGEMENT QUESTIONS, AND REQUESTED PROJECT PLAN ADJUSTMENTS.

WORKERS' COMPENSATION - THE CONTRACTOR AGREES TO COMPLY WITH STATE LAWS AND RULES APPLICABLE TO WORKERS' COMPENSATION BENEFITS FOR ITS EMPLOYEES. IF THE CONTRACTOR FAILS TO COMPLY WITH THE WORKERS' COMPENSATION ACT AND APPLICABLE RULES WHEN REQUIRED TO DO SO, THIS AGREEMENT MAY BE TERMINATED BY THE CHAVES SWCD.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the (Date) by Joe Barraza, Chairman and (Contractor).

Chaves Soil and Water Conservation District

(CONTRACTOR)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

APPENDIX C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM



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, who 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable 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 D

COST RESPONSE FORM
(To be turned in separately)

COST RESPONSE FORM

SUMMARY OF PROPOSED RATES

The Offeror listed below submits the following firm, fixed rate per acre excluding New Mexico gross receipts tax to complete the requirements as outlined in this RFP for the Chaves SWCD.

SERVICE CLASSIFICATION**MAXIMUM RATE PER ACRE/HOUR**

1. Aerial Herbicide Treatment

\$ _____

Offeror Name: _____

Company: _____

Signature: _____

APPENDIX E

REFERENCE QUESTIONNAIRE

The Chaves Soil and Water Conservation District, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The potential Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Chaves Soil and Water Conservation District by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of questionnaire.

REFERENCE QUESTIONNAIRE
Aerial Herbicide Treatment RFP**FOR:**

(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the Chaves Soil and Water Conservation District via facsimile or e-mail at:

Name: Jennifer Pierce, Procurement Manager
Address: Chaves Soil and Water Conservation District
129 E 3rd. St- P.O. Box 2722
Roswell, NM 88201
Telephone: 575-755-7923
Email: chavesswcd@gmail.com

No later than February 6, 3:30 p.m. MST and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Chaves Soil and Water Conservation District's Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal title listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:



3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?



COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX F

Letter of Transmittal Form

Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ FED ID# _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL
RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of any resultant contract OR

____ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

____ I acknowledge receipt of any and all amendments to this RFP.

_____, 2020
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX G
NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM



NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:
 - (a) 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 no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
 - (b) 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 no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
 - (c) 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 no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree 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/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date _____

APPENDIX H

RESIDENT VETERANS CERTIFICATION



Resident Veterans Preference Certification

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

Please check one box only

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

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

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

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

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

(Signature of Business Representative) * (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or no award of the procurement involved if the statements are proven to be incorrect.

APPENDIX I

CONFLICT OF INTEREST AFFIDAVIT

**CONFLICT OF INTEREST AFFIDAVIT**

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).
2. I am a current employee of the _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.
3. The Department/Agency and I have entered into an agreement in the amount of \$_____.
4. Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.
5. To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

(Name)

Subscribed and sworn to before me by _____ (name of former employee) this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:



APPENDIX J

MAP OF PROPOSED WORK AREA



MAP OF PROPOSED WORK AREA

