

Chaves Soil and Water Conservation District

Project: RFP #25-01 Salt Cedar Treatment

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

October 8th, 2024, 4 p.m. MST

Proposals will be awarded

October 15th, 2024

Offerors need not be present.

Faxed proposals are not accepted.

Send proposals to:

Chaves Soil and Water Conservation District

Attn: Jennifer Pierce, Procurement Manager

129 E 3rd Street

P.O. Box 2722

Roswell, NM 88202

O: (575)755-7923

W: (575)246-0799

e-mail: chavesswcd@gmail.com

Request for Proposal Packet Information

The following documents contain the necessary details for submitting a proposal for salt cedar extraction activities on 48 acres in northern Chaves Soil and Water Conservation district boundaries. The project will consist of cut stump treatment of salt cedar. 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. If submitting a physical copy: place proposal documents into an envelope, seal, and clearly indicate this is a response to **Salt Cedar Treatment**.

The proposals will be evaluated on October 8th through October 11th, 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.

All proposals must be received by the procurement manager or designee **NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME ON October 8th, 2024** at the following address:

Jennifer Pierce, Procurement Manager
129 E 3rd Street,
PO Box 2722
Roswell, NM 88202
O:575-755-7923

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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3.	Submission of Acknowledgement of Receipt Form – 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 4:00 pm MST or MDT on Thursday, September 19 th , 2024.....	21
4.	Submission of Proposal - ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME ON Tuesday, October 8, 2024. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to Salt cedar Treatment Request for Proposals. Proposals submitted by facsimile or	

email will not be accepted. A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award..... 21

1. **Proposal Evaluation** - The evaluation of proposals will be performed by an evaluation committee appointed by Chaves SWCD board of supervisors. This process will take place on Tuesday, October 8 through Friday, October 11, 2024. 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, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors. 21

2. **Selection of Finalists** - The CSWCD Board of Supervisors will select finalist(s) on Tuesday, October 8, 2024 through Friday, October 11, 2024. Only finalists will be invited to participate in the subsequent steps of the procurement. 21

3. **Award & Finalize Contract(s)** - After selection is made by Chaves SWCD Board of Supervisors, Procurement Manager will notify the finalist(s) and provide an offer no later than Tuesday, October 15th, 2024. The contract(s) shall be awarded to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal(s) may or may not have received the most points. The contract(s) will be finalized with the most advantageous offeror(s) between Tuesday, October 8th, 2024 and Friday, October 11th, 2024. In the event that mutually agreeable terms cannot be reached within the time specified, the Chaves SWCD reserves the right to finalize a contract with the next most advantageous offeror(s) without undertaking a new procurement process. 21

4. **Protest Deadline** - Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of close of business on Thursday, October 30th, 2024. Protests must be written and must include the name and address of the protestor and the request for proposals project name. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chaves SWCD. The protest must be delivered to the Procurement Manager: 21

C. **GENERAL REQUIREMENTS** 22

1) **Acceptance of Conditions Governing the Procurement** - 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..... 22

2) **Incurring Cost** - Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror. Any cost incurred by the Offeror for set up and demonstration of the

proposed equipment and/or system shall be borne solely by the Offeror. 22

a. **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)..... 22

3) **Subcontractors/Consent** - Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Chaves SWCD awarding any resultant contract, before any subcontractor is used during the term of this agreement. 22

4) **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 Chaves SWCD personnel will not merge, collate, or assemble proposal materials. 22

5) **Offerors' 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 signed by the offeror's duly authorized representative addressed to the Procurement Manager. 23

i. **Proposal Offer Firm** - Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted. 23

ii. **Disclosure of Proposal Contents** - The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements: 23

i. **No Obligation** - This procurement in no manner obligates the Chaves SWCD or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities..... 23

ii. **Termination** - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Chaves SWCD determines such action to be in the best interest of the District. 23

- iii. **Sufficient Appropriation** - Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Chaves SWCD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final. 23
- iv. **Legal Review** - The Chaves SWCD requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager..... 24
- v. **Governing Law** - This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico. 24
- vi. **Basis for Proposal** - Only information supplied by the Chaves SWCD in writing 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. 24
- vii. **Contract Terms and Conditions** - The contract between the Chaves SWCD and a contractor(s) will follow the format specified by the Chaves SWCD and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". However, the Chaves SWCD reserves the right to negotiate with a successful offeror, provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract..... 24
 - i. **Offeror's Terms and Conditions** - Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Chaves SWCD..... 24
 - ii. **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 selected offeror and shall not be deemed an opportunity to amend the offeror's proposal. 24
 - iii. **Offeror Qualifications** - The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978..... 24
 - iv. **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 mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee. 24

v. **Change in Contractor Representatives** - The Chaves SWCD reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of the Chaves SWCD, meeting its needs adequately. 25

vi. **Notice of Penalties** - 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 kick-backs..... 25

vii. **Chaves SWCD Rights** - The Chaves SWCD in agreement with the Evaluation Committee reserves the right to accept all or a portion of an offeror's proposal. 25

viii. **Right to Publish** - Throughout the duration of this procurement process and contract term, potential offerors, 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 or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract. 25

ix. **Ownership of Proposals** - All documents submitted in response to this Request for Proposals shall become the property of the Chaves SWCD and the State of New Mexico. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period..... 25

x. **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 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 proctoring Chaves SWCD's written permission. 25

xi. 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 Written Response to Questions)..... 25

xii. **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 shall govern..... 25

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xv. Campaign Contribution Disclosure Form - Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) 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. Failure to complete and return the signed unaltered form will result in disqualification.....	28
xvi. 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 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.	28
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4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who ae asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Chaves SWCD, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.5. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.....	34
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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 salt cedar treatment primarily located on 48 acres in northern Chaves County to assist in the mechanical extraction of salt cedar. This may be a multi-contractor project to assure expedition in completion of all work required. Map of proposed area is attached. All necessary chemical may or may not be provided by the Chaves SWCD. There may be additional funding available for the extension of contracts to successful offerors. Specific tasks include but are not limited to: killing of noxious and invasive weeds by chemical, burning, or mechanical means. Chemical treatment will be done using various methods such as foliar spraying and basal bark treatments. In areas deemed unfit for basal bark treatments (i.e. springs) other methods of treatments such as cut stump may be used instead. This will be decided by the project manager and will be discussed during the Pre-Work Conference; prior to starting each project. Ensure roads, trails, fence lines, water lines, and stock tanks are clear. Limit ground disturbance by backfilling deep holes, and ruts created by machinery.

B. BACKGROUND INFORMATION

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

C. SCOPE OF PROCUREMENT

The initial scope of work shall consist of:

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) projected to begin on October 22nd, 2024, or as soon as possible thereafter and end on June 30, 2025.
3. The Chaves SWCD reserves the option of renewing the initial contract(s) on an annual basis for one additional year or any portion thereof for the purpose of Salt Cedar Treatment. In no case will the contract(s), including all renewals thereof, exceed a total of 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 salt cedar treatments 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 the 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 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.

- c. The Contractor, subcontractors and the persons responsible for coordination of the work shall be present at the meeting.
 - d. The Contractor shall be prepared to summarize and explain procedures planned for the project and present the submittals requested in the specifications.
 - e. Progress meetings shall be held at the project site, or as determined by the Procurement Manager.
 - f. Meetings may be called by either the Procurement Manager or the Contractor.
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:
 - i. Proper application of chemical to target species;
 - ii. Protection of leave tree and patches, fences, and other structures or improvements;
 - iii. 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 Project/Procurement Manager. The Contractor shall notify the Project/Procurement Manager at least two working days before the completion date so the Chaves SWCD can schedule final inspection. An NMDA inspector and/or third-party representative (if needed) may be present during 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 Hours: Extraction/cutting will be permitted only during daylight hours.
 - c. Treatment will only be permitted during acceptable weather conditions as discussed with Project Manager.
 - d. Personnel shall be furnished by the Contractor.
 - e. The Contractor shall be responsible for all equipment.
 - f. All treatments shall be done in accordance with adopted BLM or NRCS specifications (copy of adopted specifications available at the Chaves SWCD office).
 - g. Work Days: Extraction/cutting will be permitted every day of the week and holidays.
9. Work Limits:
- a. Work Limits: Boundaries of the extraction 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 extraction 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.

10. Access:

- a. 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.
- b. 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.
- c. Roads within the project area may be unimproved. Wet weather conditions can render these roads as impassable until the road surface dries out.
- d. 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.
- e. The contractor shall ensure that all closed gates within a project area remain closed during the contract.

11. Fire Precautions:

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/project manager prior to or during the performance of the contract.

12. Permits:

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 Project/Procurement Manager prior to the start of work.

13. Safety Considerations:

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. Any signs will have the safety number on them at the sight. In addition, the Contractor will be required to carry the necessary liability insurance for the project.

14. Specific Tasks:

- a. Removal of salt cedar by method of mechanical extraction and or cutting.
- b. Pile extracted material in a manner that allows burning at a later date.
- c. Ensure roads, trails, fence lines, water lines, and stock tanks are clear of extracted material.
- d. Limit ground disturbance by backfilling deep extraction holes, and ruts created by machinery.

15. Special Treatment Requirements:

- a. Prior to treatment, the contractor shall visually inspect area for wildlife nests. If present, the Contractor shall confer with the procurement manager before treatment.

- b. Extracted material shall be removed from all access roads and trails, unless otherwise designated by the procurement/project manager. Extracted material will be removed from within fifteen (15') feet of any fence or access road. The Contractor shall ensure access to livestock water troughs are not impeded by slash or piles.
 - c. The Contractor shall be liable for any damage caused by extraction to fences in the project areas not targeted for abandonment.
 - d. Personnel must be able to batch and triple rinse equipment as necessary.
 - e. 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).
16. Quality Assurance and Acceptance Surveillance Plan:
Acceptance of completed work performed, will be based on the following measures:
- a. Removal of 85 to 90% of specified species from project area by ocular observation;
 - b. Ocular observations that 85% of all burn piles or windrows are not too large, and are piled in such a manner they will consume during future burning;
 - c. Ensure roads, trails, fence lines, and stock tanks are clear of extracted material 95%;
 - d. Limit ground disturbance by backfilling deep extraction holes and ruts created by machinery 75%.
17. Unsatisfactory Work:
- a. 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
 - a. Reduce the contract price to reflect the reduced value of the work performed.
 - b. 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
 - b. Terminate the Contract for default.
18. Liability Insurance and Workman's Compensation:
- b. The Chaves SWCD will require the Contractor to have the following insurance in place prior to the start of the Contract. Letter or Proceed will NOT be issued until these insurances are in place and proof has been delivered to the Chaves SWCD.
 - i. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer's liability: \$100,000
 - ii. Comprehensive General Liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under the Agreement). Limits shall not be less than the following:
 - 1. Bodily Injury: \$1,000 per person/\$1,000,000 per occurrence.

2. Property Damage or combined single limit coverage: \$1,000,000.
 3. Automobile liability (including non-owner automobile coverage): \$1,000,000.
 4. Umbrella: \$1,000,000
- iii. Contractor shall maintain the above insurance for the term of the agreement and name the State of New Mexico, Chaves SWCD or other party to this agreement as an additional insured and provide 30 days cancellation notice on any Certificate of Insurance form furnished by the Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

D. PROCUREMENT MANAGER

The Chaves SWCD has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below.

Jennifer Pierce, Procurement Manager
Chaves Soil and Water Conservation District
129 E 3rd Street, PO Box 2722 Roswell, NM 88202
W: 575-246-0799, O: 575-755-7923
E-mail: chavesswcd@gmail.com

All deliveries via express carrier should be addressed as follows:

Jennifer Pierce, Procurement Manager
Chaves Soil and Water Conservation District
129 E 3rd Street, PO Box 2722 Roswell, NM 88202

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Chaves SWCD. **Protests of the solicitation or award must be delivered by mail to the Procurement Manager.** As a Procurement Manager has been named in this Request for Proposals, pursuant to NMSA 1978, & 13-1-172, **ONLY** protests delivered directly to the Procurement 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 or any employee or board member of Chaves SWCD be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

1. This section contains definitions and abbreviations that are used throughout this procurement document:
"Award" means final execution of the contract document.
"Chaves SWCD or CSWCD"- Chaves Soil and Water Conservation District

“Close of Business”- 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given

“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"-a written agreement for the procurement of items of tangible personal property or services

"Contractor"-a successful offeror who enters into a binding contract

"Determination"-the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

"Desirable"-terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory")

"Evaluation Committee"-a body appointed by the Chaves SWCD board of supervisors to perform the evaluation of offeror proposals

"Evaluation Committee Report"-a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Chaves SWCD board of supervisors for contract award. It contains all written determinations resulting from the procurement

"Finalist"-defines an offeror(s) 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"-terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to “desirable”). 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"-any person, corporation, or partnership who chooses to submit a proposal

"Procurement Manager"-the person or designee authorized by the Chaves SWCD to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Procuring Agency” means Chaves SWCD.

"Request for Proposals" or "RFP"-all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror"-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 adequately described in the proposal

"Responsive Offer" or **"Responsive Proposal"**-an offer or proposal 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". "Understand 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.

2. This section contains definitions and terminology to be used throughout this project:
 - a. **"Basal bark"**- Is the method of treatment where the lower 15inches of trunk including the root collar area is sprayed with chemical until thoroughly wet but not to the point of runoff.
 - b. **"Chemical Treatment"**- is the manner of death to be carried out on targeted species by spraying with herbicide.
 - c. **"Cut Stump"**- cut target species as close to the ground as possible; and spray or brush chemical solution onto the entire cambium area of a freshly cut stump surface.
 - d. **"Extraction/Extrication Process"**- is the removal of target species and root system (mechanically pulling) with minimal soil disturbance.
 - e. **"Foliar Treatment"**- is the method of treatment where the entirety of the foliage is sprayed with a chemical herbicide until thoroughly wet, but not to the point of runoff.
 - f. **"Leave Tree"**-a tree noted during inspection of the area as a non-target tree species such as cottonwood and willow that will not be extricated and the following:
 - i.) All hardwood trees and snags
 - c. Any tree having survey marks or signs
 - d. All trees along fence lines that have fence wire attached to them (unless directed otherwise by Procurement Manager)
 - e. Any groups of trees in a leave patch as marked

- f. Any individual trees marked
- g. **“Leave Patch”**-a group of trees
- h. **“Mechanical methods”**- the manner of death to be carried out on target species by use of tools, including but not limited to: hand pulling, mowing, plowing, disking, digging, chopping and bulldozing.
- i. **“Snag”**-trees that are dead or showing clear signs of low vigor because of disease or other factors, except the target species that will be removed
- j. **“Slash”**-residual tree parts such as limbs, roots, branches, boles, needles or leaves that have been left as a result of a tree extraction operation
- k. **“Pile”**-extracted trees and slash stacked in a point location not to exceed twenty (20’x20’) feet in diameter and ten (10’) feet in height
- l. **“Windrow”**-a linear pile of extracted trees and slash not to exceed thirty (30’) feet in length, ten (10’) feet in width, and ten (10’) feet in height
- m. **“Wildlife Cover”**–extracted piles of trees and slash intentionally left for wildlife use
- n. **“Wet Weather Conditions”**-significant amounts of rain or snow received throughout the duration of the contract

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 the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issue of RFP	Chaves SWCD	09/09/2024 Monday
Site Visit	Potential Offerors	09/16/2024 Monday
Acknowledgement of Receipt Form	Potential Offerors	09/19/2024 Thursday
Deadline to submit questions	Potential Offerors	09/24/2024 Tuesday
Response to Written Questions	Project Manager	09/26/2024 Thursday
<i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>10/8/2024 Tuesday 4:30PM MST OR MDT</i>
Proposal Evaluation	Evaluation Committee	<i>10/8-10/11</i>
Selection of Finalists	Evaluation Committee	10/08-10/11
Best and Final Offers	Finalist Offerors	10/08-10/11
Award & Finalize Contract	Procurement Manger	10/15/2024 Tuesday
Contract Awards	Procurement Manager	10/15/2024 Tuesday
Protest Deadline	Chaves SWCD Board of Supervisors	10/30/2024 Monday

B. EXPLANATION OF EVENTS

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

1. **Issue of RFP** - This RFP is being issued by the Chaves SWCD.
2. **Site Visit** – Potential Offerors are asked to attend the site visit, held on Monday, September 16th, 2024. Please meet at the Chaves SWCD office (129 E 3rd St., Roswell, NM, 88201 at 8:30 am. Please RSVP to our office at (575-755-7923) no later than close of business Friday, September 13th, 2024 if you plan to attend the site visit.
3. **Submission of Acknowledgement of Receipt Form** – 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 4:00 pm MST or MDT on Thursday, September 19th, 2024.
4. **Submission of Proposal** - **ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME ON Tuesday, October 8, 2024.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to Salt cedar Treatment Request for Proposals. Proposals submitted by facsimile or email will not be accepted. A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.
 1. **Proposal Evaluation** - The evaluation of proposals will be performed by an evaluation committee appointed by Chaves SWCD board of supervisors. This process will take place on Tuesday, October 8 through Friday, October 11, 2024. 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, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.
 2. **Selection of Finalists** - The CSWCD Board of Supervisors will select finalist(s) on Tuesday, October 8, 2024 through Friday, October 11, 2024. Only finalists will be invited to participate in the subsequent steps of the procurement.
 3. **Award & Finalize Contract(s)** - After selection is made by Chaves SWCD Board of Supervisors, Procurement Manager will notify the finalist(s) and provide an offer no later than Tuesday, October 15th, 2024. The contract(s) shall be awarded to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal(s) may or may not have received the most points. The contract(s) will be finalized with the most advantageous offeror(s) between Tuesday, October 8th, 2024 and Friday, October 11th, 2024. In the event that mutually agreeable terms cannot be reached within the time specified, the Chaves SWCD reserves the right to finalize a contract with the next most advantageous offeror(s) without undertaking a new procurement process.
 4. **Protest Deadline** - Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)

day protest period for responsive offerors shall begin on the day following the contract award and will end as of close of business on Thursday, October 30th, 2024. Protests must be written and must include the name and address of the protestor and the request for proposals project name. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chaves SWCD. The protest must be delivered to the Procurement Manager:

Jennifer Pierce, Procurement Manager
Chaves Soil and Water Conservation District
129 E 3rd Street
PO Box 2722
Roswell NM 88202

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, 1NMAC5.2.

- 1) **Acceptance of Conditions Governing the Procurement** - 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 offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
 - a. **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).
- 3) **Subcontractors/Consent** - Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Chaves SWCD awarding any resultant contract, before any subcontractor is used during the term of this agreement.
- 4) **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 Chaves SWCD personnel will not merge, collate, or assemble proposal materials.

- 5) **Offerors' 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 signed by the offeror's duly authorized representative addressed to the Procurement Manager.
- a. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
 - i. **Proposal Offer Firm** - Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.
 - ii. **Disclosure of Proposal Contents** - The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
 - b. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
 - c. 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.
 - i. **No Obligation** - This procurement in no manner obligates the Chaves SWCD or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.
 - ii. **Termination** - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Chaves SWCD determines such action to be in the best interest of the district.
 - iii. **Sufficient Appropriation** - Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the contractor. The Chaves SWCD's decision as to whether sufficient

- appropriations and authorizations are available will be accepted by the contractor as final.
- iv. **Legal Review** - The Chaves SWCD requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.
 - v. **Governing Law** - This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.
 - vi. **Basis for Proposal** - Only information supplied by the Chaves SWCD in writing 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.
 - vii. **Contract Terms and Conditions** - The contract between the Chaves SWCD and a contractor(s) will follow the format specified by the Chaves SWCD and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". However, the Chaves SWCD reserves the right to negotiate with a successful offeror, provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.
- d. Should an offeror object to any of the Chaves SWCD's terms and conditions, as contained in this Section or in Appendix B – Draft Contract, that 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.
- e. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.
- i. **Offeror's Terms and Conditions** - Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Chaves SWCD.
 - ii. **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 selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.
 - iii. **Offeror Qualifications** - The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
 - iv. **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 mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

- v. **Change in Contractor Representatives** - The Chaves SWCD reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of the Chaves SWCD, meeting its needs adequately.
- vi. **Notice of Penalties** - 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 kick-backs.
- vii. **Chaves SWCD Rights** - The Chaves SWCD in agreement with the Evaluation Committee reserves the right to accept all or a portion of an offeror's proposal.
- viii. **Right to Publish** - Throughout the duration of this procurement process and contract term, potential offerors, 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 or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.
- ix. **Ownership of Proposals** - All documents submitted in response to this Request for Proposals shall become the property of the Chaves SWCD and the State of New Mexico. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period.
- x. **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 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 proctoring Chaves SWCD's written permission.
- xi. **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 Written Response to Questions).
- xii. **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 shall govern.

xiii. 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 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.

xiv. Disclosure Regarding Responsibility

- A. Any prospective Contractor and/or any of its principals who see into a contract greater than sixty thousand dollars (\$60,000) 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 has a civil judgement 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 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 offeror, 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 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 of 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 suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of Chaves SWCD.

- xv. **Campaign Contribution Disclosure Form** - Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) 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. Failure to complete and return the signed unaltered form will result in disqualification.
- xvi. **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 10-16-1 through 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 may submit two (2) separate proposals, if desired. The Chaves SWCD is not recommending or suggesting that offerors submit multiple proposals. The Chaves SWCD is merely stating an available option. In no case will more than two (2) proposals from a single offeror be accepted.

If an offeror chooses to submit two (2) proposals, each must be entirely separate from the other. The Evaluation Committee will not collate, merge, or otherwise manipulate the offeror's proposals.

B. NUMBER OF COPIES

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

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.)

1. **Proposal Content and Organization** - The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.
 - a. Signed Letter of Transmittal (Appendix F)
 - b. Table of Contents
 - c. Proposal Summary
 - d. Response to Specifications with exception of cost
 - e. Response to Chaves SWCD Contract terms and Conditions
 - f. Offeror's Additional Terms and Conditions

- g. Campaign Contribution Form
- h. Signed Employee Health Cover Form (Appendix C)
- i. Resident Vendor or Resident Veteran Certification (if applicable)
- j. Resident Veterans Preference Certification (if applicable)
- k. Signed Conflict of Interest Affidavit (If applies, Appendix I)
- l. Other Supporting Material

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

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

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features 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 materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. **Letter of Transmittal** - Each proposal must be accompanied by a letter of transmittal.

The letter of transmittal MUST:

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

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. TECHNICAL SPECIFICATIONS

2. **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 Salt Cedar Treatments. All treatments provided to private sector will also be considered;

- b) Indicate how many Salt Cedar Treatments have been performed in the last two years and what percentage of business revenue is derived from salt cedar treatment engagements;
- c) Describe at least two project successes and failures of a herbicide engagement. Include how each experience improved the Offeror's services.

3. 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 designees 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 contract 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.

4. 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 worker's compensation)
- d) List of equipment and personnel to be utilized in this project
- e) List of subcontractor(s) and qualifications (if applicable)

B. BUSINESS SPECIFICATIONS

1. 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.**

2. 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.

3. 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).

4. 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.

5. 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.

6. 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 value assigned to each. These, along with the general requirements, will be used in the evaluation of offeror proposals.

Factor	Points Available
A. Technical Specifications	
A.1. Proposal Materials	300
A.2. Previous Experience	500
A.3. Required Deliverables	Pass/Fail
B. Business Specifications	
B.1. Performance Surety Bond	Pass/Fail
B.2. Letter of Transmittal	Pass/Fail
B.3. Signed Campaign Contribution Disclosure Form	200
B.4. Cost	Pass/Fail
B.5. Employee Health Coverage Form	Pass/Fail
B.6. Resident/Veterans Preference	See Below
Total	1,000 Points

Table 1. Evaluation Point Summary

B. EVALUATION FACTORS

1. A.1 Proposal Materials (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. Proposal should include an equipment list (with photos) and timeline of treatment plan.

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

Points will be awarded based upon contractor’s listed previous experience in salt cedar treatment. Proposal must outline contractor’s guidelines and policy for herbicide storage and handling. Contractor must have plant identification skills and able to distinguish noxious/invasive species from native desirable plant species. 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:

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

Pass/fail only. No points assigned.

4. B.1 Performance Surety Bond (See Table 1)

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

5. B.2 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

6. B.3 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. B.4 Cost (See Table 1)

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

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

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

Pass/Fail only. No points assigned

9. 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 preferences 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.

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

Optional, no points assigned.

C. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

- 1 All offeror proposals will be reviewed for compliance with the mandatory requirements 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.3.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Chaves SWCD, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.5. 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

Salt Cedar Treatment

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 D.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on September 13th, 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.

Emily Doss, Noxious Weeds Coordinator
129 E 3rd Street,
PO Box 2722
Roswell, NM 88202
575-755-7923
575-246-0871
chavescwma@yahoo.com

APPENDIX B
SAMPLE PROFESSIONAL SERVICES CONTRACT

Sample Professional Services Contract **FOR** **Salt Cedar Treatments**

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 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:

DEFENITIONS

“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 Project/Procurement Manager in writing at least two working days before the completion date so Chaves SWCD can schedule final inspection. The Procurement Manager shall be present during this final inspection.

WORK CONDITIONS

Work Limits: Chaves SWCD provided shape files, GPS points, and or maps that 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: Herbicide treatments will occur within the designated boundaries of the project area.

Method of Measurement

Units: Application of herbicide will be measured and paid for by the number of hours spent applying herbicide.

Measurement: The estimated number of hours spent to complete the work will be determined by the Chaves SWCD and provided to the Contractor 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/Procurement 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 Procurement Manager shall issue a written certification of complete or partial acceptance or rejection of the services or deliverables. Upon certification by the Procurement 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 the billable work at the following rate(s) of \$ XXX.XX to \$XXX.XX per hour.

Invoices- Invoices shall be submitted to the Procurement Manager at chavesswcd@gmail.com

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 SIERRA SWCD. THIS AGREEMENT SHALL BEGIN ON DATE APPROVED BY THE SIERRA 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 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 SELFEMPLOYMENT OR BUSINESS INCOME AND ARE REPORTABLE FOR SELFEMPLOYMENT 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 PROCUREMENT 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 SIERRA 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 SIERRA 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.

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 SIERRA SWCD AND ITS EMPLOYEES HARMLESS AND SHALL INDEMNIFY THE SIERRA 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 SIERRA 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 Carrie Hollifield, Chairman and (Contractor).

Chaves Soil and Water Conservation District

BY: _____

TITLE: _____

(CONTRACTOR)

BY: _____

TITLE: _____

BY: _____

BY: _____

APPENDIX C
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter 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

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.

(THIS FORM IS REQUIRED)

REFERENCE QUESTIONNAIRE

Salt Cedar 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: Emily Doss, Project Manager

Address: c/o Chaves Soil and Water Conservation District

129 E 3rd Street, P.O. Box 2722

Roswell, NM 88202

Telephone: (575)755-7923

Email: chavescwma@yahoo.com

No later than October 8, 2024, 4:30p.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 office (telephone number is given 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:

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 E
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. Identify (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: _____ Teleph
one Number: _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:
Name: _____ Title: _____
_____ E-Mail
Address: _____ Teleph
one Number: _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
Name: _____ Title: _____
_____ E-Mail
Address: _____ Teleph
one 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.

_____,2024
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F

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://insurenemexico.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 G
RESIDENT VETERANS' CERTIFICATION

Resident Veterans Certification Form

_____ (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 1st and ending December 31st 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 veteran’s 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 un-award of the procurement involved if the statements are proven to be incorrect.

APPENDIX H
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 10-9 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.

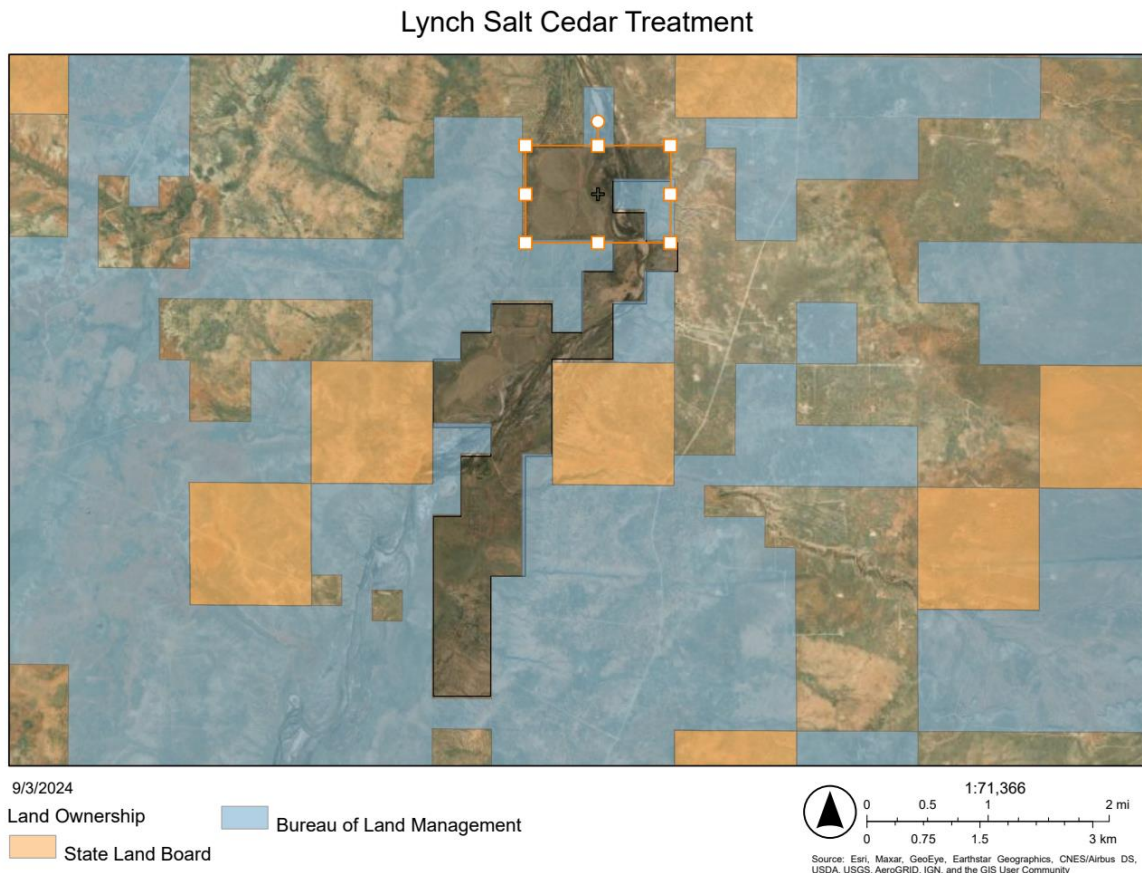
(Name)

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

My Commission Expires: _____ NOTARY PUBLIC

APPENDIX I
MAP OF PROPOSED WORK AREA

Map below is of Salt Cedar Treatment area. Area highlighted is treatment area. All area in black is private land, with blue being Bureau of Land Management and yellow being State Land. Area highlighted is the densest area of salt cedar and target area.



Map below is of Chaves County Boundaries. The highlighted area is of boundaries the Chaves SWCD can work within for any future salt cedar treatments with partnerships with agencies or/and private landowners.

