



Upper Hondo Soil and Water Conservation District

Project: EWPP-Lincoln County, Hondo Valley

RFP # UHSWCD 22-02

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

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

All proposals must be submitted no later than

April 15, 2022, 3 p.m. MST

Proposals will be awarded

April 19, 2022

Offerors need not be present.

E-mailed or faxed proposals are not accepted.

Send proposals to:

Upper Hondo Soil and Water Conservation District

Attn: Judy Bock, Procurement Manager

P. O. Box 900

267 Main Road

Capitan, NM 88316

Telephone: 575-354-2220

Request for Proposal Packet Information

The following documents contain the necessary details for submitting a proposal on the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program (EWPP) in Lincoln County New Mexico for the Hondo Valley flooding event that happened May 2021 in southcentral New Mexico. The project will consist of revetment fences, various types of riprap structures, rock backfill, concrete caps, gabion baskets, debris removal from drainage areas, dewatering, and earthen diversions. This will be a multi-faceted multi-contractor project to assure expedition in completion of all work required.

Please provide documentation as requested in Section III, C – Proposal Format and any other items necessary for the proposal. Place proposal documents into an envelope, seal, and clearly indicate this is a response to **EWPP-Lincoln County, Hondo Valley RFP No. UHSWCD 22-02**.

The proposals will be evaluated April 18, 2022, applicants need not be present. If there are any questions pertaining to this proposal, feel free to contact the Upper Hondo Soil and Water Conservation District (SWCD) office at (575) 354-2220 and ask for Judy Bock.

All proposals must be received by the procurement manager or designee **NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME ON April 15, 2022**, at the following address:

Judy Bock, Procurement Manager
EWPP-Lincoln County, Hondo Valley RFP No. UHSWCD 22-02
Upper Hondo Soil and Water Conservation District
P. O. Box 900
267 Main Road
Capitan NM 88316

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

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

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of activities proposed by the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program (EWPP) in Lincoln County New Mexico for the Hondo Valley flooding event that happened May 2021 in southcentral New Mexico. Map of proposed area is attached (**APPENDIX G**). This initiative includes a variety of practices to be performed to NRCS engineering and specifications. This will be a multi-faceted multi-contractor project to assure expedition for completion of all work required.

B. BACKGROUND INFORMATION

The Upper Hondo Soil and Water Conservation District (SWCD) is working with Lincoln County and the NRCS to ensure the work is performed correctly, adequately, and punctually. Work recommendations for the individual areas will be discussed prior to issuing each work order.

C. SCOPE OF PROCUREMENT

1. This will be a multi-contractor project to assure expedition in completion of all work required.
2. The initial contract(s) shall begin on April 20th, 2022, or as soon as possible thereafter and end on April 20th, 2023.
3. **IF NEEDED**, to complete this task, the Upper Hondo SWCD reserves the option of renewing the initial contract(s) on an annual basis for 3(three) additional years or any portion thereof for the purpose of this project. In no case will the contract(s), including all renewals thereof, exceed a total of 4(four) years in duration.
4. A summary of the proposed scope of work shall consist of:
 - a. NRCS specifications, engineering designs, and locations will be provided for each individual project location for the following:
 - Revetment fencing
 - Riprap installation (Grouted rock; wire; and basic)
 - Backfill
 - Concrete cap
 - Dewatering process
 - Gabion baskets
 - Earthen diversion
 - Stream debris removal (rock and gravel)
 - b. Project meetings:
 - i. A pre-work conference will be held prior to the start of the work. The Contractor will be notified in advance of the meeting time, date, and place. The purpose will be to review required work, project drawings and specifications, schedules, payments, and administrative provisions of the Contract. The Contractor, subcontractors, and the persons responsible for coordination of the work shall be present at the meeting. The Contractor shall be prepared to summarize and explain procedures planned for the project and present the submittals requested in the specifications.

- ii. Progress meetings shall be held at the project site, or as determined by the Project Manager, Meetings may be called by either the Project Manager or the Contractor.
 - iii. Final inspection meeting shall be held at the project site or as determined by the Project Manager. The Contractor shall notify the Project Manager at least two working days before the completion date so the Upper Hondo SWCD can schedule a final inspection. The superintendent shall be present during this final inspection.
5. Work conditions:
- a. Upper Hondo SWCD in conjunction with the NRCS shall provide shape files and/or maps that will be the final authority on areas to be included or excluded.
 - b. Work will be permitted only during daylight hours.
 - c. Work will be permitted on every day of the week and holidays.
 - d. Personnel, equipment, materials, supplies and services to accomplish all work required shall be furnished by the Contractor. This shall include mobilization to and from the work site.
 - e. Upper Hondo SWCD shall not furnish materials for the Contractor.
 - f. The Contractor shall furnish equipment capable of remote accessibility.
6. Method of Measurement
- a. Projects will be measured and paid for by the following:
 - Revetment fencing – linear foot
 - Riprap installation (Grouted rock; wire; and basic) – cubic yard
 - Backfill – cubic yard
 - Concrete cap – cubic yard
 - Dewatering process – per practice
 - Gabion baskets – cubic yard
 - Earthen diversion – linear foot
 - Stream debris removal (rock and gravel) – cubic yard
 - b. The number of linear feet or cubic yards to complete the work will be determined by the Upper Hondo SWCD and provided to the Contractor prior to start of work.

D. PROCUREMENT MANAGER

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

Name: Judy Bock, Procurement Manager
 Upper Hondo Soil and Water Conservation District
 Address: P. O. Box 900, 267 Main Road, Upper Hondo NM 88316
 Telephone: (575)354-2220
 Email: upperhondo@uhswcd.com

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other District employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.11.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL DELIVERY

All deliveries of responses via express carrier, courier, or hand delivery, must be addressed and submitted as follows:

Name: Judy Bock, Procurement Manager
 Reference RFP Name: EWPP-Lincoln County, Hondo Valley Removal
 UHSWCD 22-02
 Address: Upper Hondo Soil and Water Conservation District
 267 Main Road, Capitan, NM 88316

Or via US Postal Service to:

Name: Judy Bock, Procurement Manager
 Reference RFP Name: EWPP-Lincoln County, Hondo Valley Removal
 UHSWCD 22-02
 Address: Upper Hondo Soil and Water Conservation District
 P. O. Box 900, Capitan, NM 88316

F. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means Upper Hondo Soil and Water Conservation District (Upper Hondo SWCD).
2. “**Authorized Purchaser**” means an individual authorized by the Upper Hondo SWCD to place orders against this contract.
3. “**Award**” means the final execution of the contract document.
4. “**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
5. “**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
6. “**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 §§57-3-A-1 through 57-3A-7, NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services, or construction.
8. “**Contractor**” means any business having a contract with Upper Hondo SWCD.

9. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
10. “**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" to identify a desirable or discretionary item or factor.
11. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
12. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.
13. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
14. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
15. “**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.
16. “**IT**” means Information Technology.
17. “**Mandatory**” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
18. “**Minor Irregularities**” means anything in the proposal that does not affect the price quality and/or quantity or any other mandatory requirement.
19. “**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.
20. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
21. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
22. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
23. “**Procuring Agency**” means Upper Hondo SWCD.
24. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.
25. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

26. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
27. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
28. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.
29. **“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. Upper Hondo 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.
30. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
31. **“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 Offeror’s proposal. (e.g., “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)
32. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
33. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://www.uhswcd.com>.

Other relevant links:

Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Date / Day
1. Issue RFP	Upper Hondo SWCD	03/18/22
2. Acknowledgement of Receipt	Upper Hondo SWCD	03/28/22
3. Deadline to submit Questions	Potential Offerors	03/30/22
4. Response to Written Questions	Procurement Manager	04/01/22
5. Submission of Proposal	Potential Offerors	04/15/22
6.* Proposal Evaluation	Evaluation Committee	04/18/22
7.* Selection of Finalists	Evaluation Committee	04/18/22
8.* Best and Final Offers	Finalist Offerors	04/18/22
9.* Award and Finalize Offers	Upper Hondo SWCD Board of Supervisors	04/19/22
10.* Contract Awards	Procurement Manager	04/20-22/22
11.* Protest Deadline	Offeror	05/05/22

* Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the Upper Hondo Soil and Water Conservation District on March 18th, 2022.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, e-mail, or send by registered or certified mail the Acknowledgement of Receipt Form (APPENDIX A), to the procurement manager identified in Section I. D, upperhondo@uhsxcd.com to have their organization placed on the procurement distribution list. The form must be returned to the Procurement Manager by 3:00 pm MST or MDT on March 28th, 2022.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until March 30th, 2022, at 3:00 pm Mountain Standard Time/Daylight Time as indicated in the Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A) Additional copies will be posted to: www.uhswcd.com.

5. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT NO LATER THAN 3:00 PM MST/MDT ON April 15th, 2022. **NO LATE PROPOSALS CAN BE ACCEPTED.** For electronic proposals, the date and time of receipt will be recorded on each proposal. Proposals will be time-stamped by the Procurement Manger when received through their email. Such electronic submissions will be considered sealed in accordance with statute. For hard copy proposals, the date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should consider all factors regarding the delivery by the third-party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address nor any other reason for a delay will be accepted for failure to make the stated deadline. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.**

Proposals must be addressed and delivered to the Procurement Manager at the address identified in Section I.E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Upper Hondo SWCD RFP#UHSWCD 22-02. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

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

7. Selection of Finalists

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

8. Best and Final Offers

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

9. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, Upper Hondo SWCD reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contract Awards

Upon receipt of the signed contractual agreement, the Upper Hondo SWCD will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to Upper Hondo SWCD district board approval.

11. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a

statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Judy Bock, Procurement Manager

EWPP-Lincoln County, Hondo Valley Removal UHSWCD 22-02

Upper Hondo Soil and Water Conservation District

P. O. Box 900, 267 Main Road, Capitan, NM 88316

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C., by completing and signing the Letter of Transmittal form, pursuant to the requirement in Section II.C.30, located in APPENDIX F.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Upper Hondo SWCD which may derive from this RFP. The Upper Hondo SWCD entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Upper Hondo SWCD, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information. If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the 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 proprietary or confidential information.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied in writing by Upper Hondo SWCD through the Procurement Manager or contained 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 Upper Hondo SWCD website at www.uhswcd.com.

15. Contract Terms and Conditions

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

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an offeror object to any of the Upper Hondo SWCD's terms and conditions, as contained in APPENDIX B, strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The Upper Hondo SWCD may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process

prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Upper Hondo SWCD. Section II.C.15 for requirements.

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Upper Hondo SWCD Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Upper Hondo SWCD written approval prior to the

release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the Upper Hondo SWCD. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Upper Hondo SWCD, the Offeror acknowledges that the version maintained by the Upper Hondo SWCD shall govern. Please refer to: <https://www.uhswcd.com>.

28. New Mexico Employees Health Coverage

1. 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 Upper Hondo SWCD 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 Upper Hondo SWCD.

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 <https://www.bewellnm.com>.
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.

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX F), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST include:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number)
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differ from the individual identified in A*)
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V.B Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and/or any of its Principals who seek to enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services, or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract
 - b. violation of Federal or state antitrust statutes related to the submission of offers or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Upper Hondo SWCD or other party to this Agreement if, at any time during the term of this Agreement, the

Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to Upper Hondo 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, Upper Hondo SWCD may terminate the involved contract for cause. Still further Upper Hondo SWCD may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of Upper Hondo SWCD.

32. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

A copy of the certification must accompany Offeror's proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror's proposal.

Upper Hondo SWCD shall not award a business both a resident business preference and a resident veteran business preference. The New Mexico Preferences shall not apply if the expenditure for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III. C. Proposal Format**. Proposals must be submitted in the manner outlined below and sealed. Each ORIGINAL proposal shall be clearly marked as "ORIGINAL" on the front of the cover.

Envelopes, packages, or boxes containing the original proposal must be clearly labeled and submitted in a sealed envelope, package, or box according to the information provided in Section I.E.

Offerors **must** deliver:

a) **Proposals** – One (1) ORIGINAL HARD COPY of the proposal.

i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit:

- all the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.38) versions for evaluation purposes; **AND**
- ONE (1) additional **redacted** (def. Section 1.F.27) HARD COPY version and ONE (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the front cover of the hard-copy and on the first page of the electronic file.

The electronic version/copy of the proposal **must** mirror the physical proposal to be submitted (i.e., One (1) **unredacted CD/USB**, one (1) **redacted CD/USB**). **The electronic version can be emailed to the Procurement Manager via upperhondo@uhswcd.com**

The ORIGINAL, HARD COPIES and/or ELECTRONIC copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows: Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.).

Organization of folders/envelopes for hard copy proposals and electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a. Signed Letter of Transmittal (APPENDIX F-Sample)
- b. Table of Contents
- c. Proposal Summary
- d. Response to Specifications (Section IV Paragraphs A & B)
- e. Response to Upper Hondo SWCD Contract Terms and Conditions
- f. Offeror's Additional Terms and Conditions
- g. Signed Campaign Contribution Form (APPENDIX C)
- h. Completed Cost Proposal Form (APPENDIX D)
- i. New Mexico preferences certification (If applicable)
- j. Other Supporting Material (if applicable)

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

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

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

This initiative is to perform recovery measures, that, if left undone, pose a risk to life and/or property in the Hondo Valley. This will be a multi-contractor project to assure expedition for completion of all work required. The purpose of this proposal is to have a professional services contract in place for a variety of projects. Compensation to be paid by the linear foot, cubic yards, or specific project as noted on the Cost Proposal Form.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors **must**:

- a) provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge. All private sector work will also be considered.
- b) provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel are identified as individuals performing work under this contract. Offeror must include key personnel education, work experience, and applicable certifications/licenses.
- c) indicate how many project specific activities have been completed in the last two years and what percentage of business revenue is derived from these engagements.
- d) describe at least two project successes and failures of the referenced activities. Include how each experience improved the Offeror's services.

2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state, or large local government clients within the last three years. Offerors 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
- f) Client project manager name, telephone number, fax number and e-mail address.

Offerors are required to submit APPENDIX E, Reference Questionnaire, to the business references they list. **The business references must submit the**

Reference Form directly to the designee described in the Questionnaire. The business reference must not return the completed Questionnaire to the Offeror. 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 Offeror's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted.

3. Required Deliverables

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

- a) Copies of proof of tax identification (for New Mexico Gross Receipts Taxing ability)
- b) Copies of Proof of Insurance (liability and workers' compensation if applicable)
- c) List of equipment and personnel to be utilized in this project
- d) List of subcontractors and qualifications (if applicable)
- e) Proof of DUNs registration
- f) Proof of SAM registration

C. BUSINESS SPECIFICATIONS

1. Bonding Capability

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 Upper Hondo 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)

Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

4. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the acre.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Factor	Points Available
A. Technical Specifications	
A. 1. Organizational Experience	300
A. 2. Organizational References	500
A. 3. Required Deliverables	Pass/Fail
A. Business Specifications	
B.1. Bonding Capability	Pass/Fail
B.2. Letter of Transmittal	Pass/Fail
B.3. Signed Campaign Contribution Disclosure Form	Pass/Fail
B.4. Cost	200
TOTAL	1,000

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. A.1 Organizational Experience (See Table 1)
Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror’s experience, expertise, and knowledge; and of personnel education, experience, and certifications/licenses. In addition, points will be awarded based on Offeror’s candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.
2. A.2 Organizational References (See Table 1)
Points will be awarded based upon an evaluation of the responses to a series of questions on the Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/2 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

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

- Pass/Fail only. No points assigned. (Listed in Section IV.B.3)
- 4. B.1 Bonding Capability (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 Signed 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:

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

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.5.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the District taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10). 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

REQUEST FOR PROPOSALS

EWPP-Lincoln County, Hondo Valley

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 G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on March 21st, 2022. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offerors written questions and the Upper Hondo 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.

Judy Bock, Procurement Manager
Upper Hondo Soil and Water Conservation District
P. O. Box 900, Capitan NM 88316
575-354-2220 Phone
upperhondo@uhswcd.com

APPENDIX B: SAMPLE CONTRACT TERMS AND CONDITIONS

The Agreement included in this Appendix B represents the contract the Upper Hondo SWCD intends to use to make an award/awards. The Upper Hondo SWCD reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

**UPPER HONDO SOIL AND WATER CONSERVATION DISTRICT
PROFESSIONAL SERVICES CONTRACT
FOR
EWPP-Lincoln County, Hondo Valley Removal**

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

DEFINITIONS

"Project Manager" means the individual assigned by the Upper Hondo 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 (s).

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

Project Meetings:

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

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

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

WORK CONDITIONS

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

Work Hours: Brush removal will be permitted only during daylight hours.

Workdays: Brush removal will be permitted on every day of the week and holidays.

Materials: Upper Hondo SWCD shall not furnish brush removal materials for the Contractor.

Equipment, etc.: The Contractor shall furnish brush removal personnel, equipment, materials, supplies, and services capable of remote accessibility. This shall include mobilization to and from the work site.

General: All brush removal shall be done in accordance with adopted Bureau of Land Management or NRCS specifications (copy of adopted specifications available at the Upper Hondo SWCD office).

Area of Application: Brush removal will be applied within the designated boundaries of the project area.

Method of Measurement

Units: Application of brush removal will be measured and paid for by the acre, unless different option is agreed upon before work starts.

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

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

Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Upper Hondo SWCD shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or deliverables have been accepted in writing by the Project Manager. Unless otherwise agreed upon between the Upper Hondo SWCD and the Contractor, within fifteen (15) days from the date the Upper Hondo SWCD receives written notice from the Contractor that payment is requested for services, the Project Manager shall issue a written certification of complete or partial acceptance or rejection of the services or deliverables. Upon certification by the Project Manager that the services or deliverables have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month.

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

Invoices - Invoices shall be submitted to the Project Manager.

Payment of Invoice - Payment shall be made upon the receipt and acceptance of a detailed, certified invoice that includes the number of acres worked and/or chemical used (if applicable). Payment will be made to the Contractor's designated mailing address.

Payment of Taxes - The Contractor shall be reimbursed by the Upper Hondo 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 UPPER HONDO SWCD. This Agreement shall begin on date approved by the Upper Hondo 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 Upper Hondo SWCD and are not employees of the Upper Hondo 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 Upper Hondo SWCD as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

Assignment - The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the Upper Hondo SWCD.

Subcontracting - The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Project Manager. The following subcontractor(s) have been approved to supply resources for this Agreement N/A.

Records of Audit - During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Upper Hondo SWCD, the State Auditor, and appropriate federal authorities. The Upper Hondo SWCD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Upper Hondo 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 Upper Hondo SWCD to the Contractor. The Upper Hondo 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 Upper Hondo 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 Upper Hondo 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 Upper Hondo 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 UPPER HONDO SWCD ON MEDIA OF THE UPPER HONDO 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 ENSURE their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. **THE UPPER HONDO SWCD SHALL RETAIN THE RIGHT TO REQUEST THE REMOVAL OF ANY OF THE CONTRACTOR'S PERSONNEL AT ANY TIME.**

Scope of Agreement - This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

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

Equal Opportunity Compliance - The Contractor agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

Indemnification - The Contractor shall hold the Upper Hondo SWCD and its employees harmless and shall indemnify the Upper Hondo 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 Upper Hondo 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 Upper Hondo SWCD for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of the Upper Hondo 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 Upper Hondo 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 Upper Hondo SWCD.

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

Upper Hondo Soil and Water Conservation District

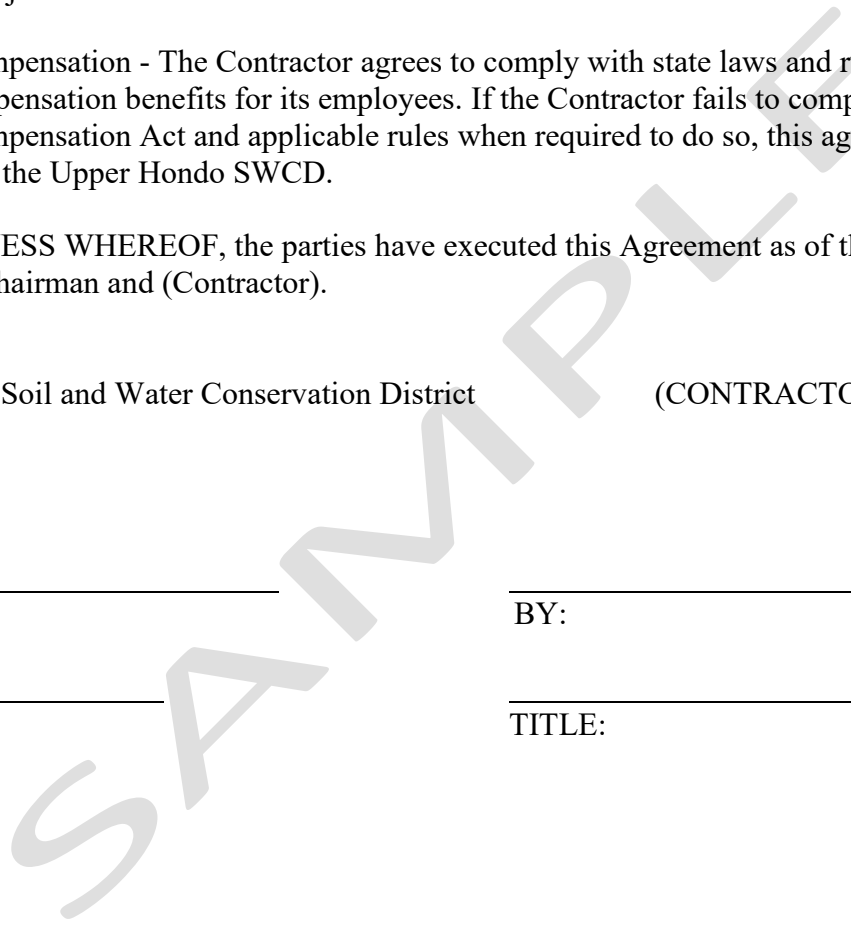
(CONTRACTOR)

BY:

BY:

TITLE:

TITLE:



**APPENDIX C: CAMPAIGN CONTRIBUTION DISCLOSURE
FORM**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX D: COST PROPOSAL FORM

COST PROPOSAL FORM

SUMMARY OF PROPOSED RATES

The Offeror listed below submits the following firm, fixed rate excluding New Mexico gross receipts tax to complete the requirements as outlined in this RFP for the Upper Hondo SWCD. Offeror may submit rates on one or all of the following:

SERVICE CLASSIFICATION	MAXIMUM RATE
1. Revetment fencing	\$ _____ /per linear foot
2. Riprap installation	\$ _____ /cubic yard
3. Backfill	\$ _____ /cubic yard
4. Concrete cap	\$ _____ /cubic yard
5. Dewatering process	\$ _____ /practice
6. Gabion baskets	\$ _____ /cubic yard
7. Earthen diversion	\$ _____ /cubic yard
8. Stream debris removal	\$ _____ /cubic yard

Offeror Name: _____

Company: _____

Signature: _____

APPENDIX E: REFERENCE QUESTIONNAIRE

The Upper Hondo 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 Upper Hondo Soil and Water Conservation District by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of questionnaire.

REFERENCE QUESTIONNAIRE
RFP #UHSWCD 22-02

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 Upper Hondo Soil and Water Conservation District via facsimile or e-mail at:

Name: Judy Bock, Procurement Manager
Address: c/o Upper Hondo Soil and Water Conservation District
P. O. Box 900, Capitan NM 88316
Telephone: 575-354-2220
Email: upperhondo@uhswcd.com

No later than April 15, 2022, 3 p.m. MST and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Upper Hondo Soil and Water Conservation District’s Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number 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. What was your role relative to the project or contractor activities?

2. Describe the work that was performed for your organization by the contractor:

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

Please circle one 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS: _____

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

Please circle one 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS: _____

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

Please circle one 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS: _____

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

Please circle one 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS: _____

7. 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? *Please circle rating next to each representative's name*

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

Name: _____ Rating: 3, 2, 1, 0

Name: _____ Rating: 3, 2, 1, 0

Name: _____ Rating: 3, 2, 1, 0

Name: _____ Rating: 3, 2, 1, 0

COMMENTS: _____

8. How satisfied are you with the products developed by the vendor?
Please circle one 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

COMMENTS: _____

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

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

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

APPENDIX F: Letter of Transmittal Form

Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ FED ID# _____

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

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

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

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

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

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

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

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

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

Date

APPENDIX G: MAP OF PROPOSED WORK AREA

MAP OF PROPOSED WORK AREA

