



**Carlsbad Soil and Water Conservation District
Project: Hazardous Fuels Reduction Activities
RFP # CSWCD 26-02**

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

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

**All proposals can be submitted via email (PDF format only) to rlopez@csxcd.net, hand delivery, or courier and must be submitted no later than
May 28th, 2026, 3:00 p.m. MST
(hand delivery or courier must be **SEALED** packages)**

Proposals will be awarded

June 10th, 2026

Offerors need not be present.

**Send proposals to:
Carlsbad Soil and Water Conservation District
Attn: Riki Lopez, Procurement Manager/RFP CSWCD 26-02
3219 S. Canal
Carlsbad, NM 88220
Telephone: 575-628-1532
Email: rlopez@csxcd.net**

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for the procurement of hazardous fuels reduction methods (please refer to page 22 for detailed scope of work) within the Pecos River Watershed.

B. BACKGROUND INFORMATION

The Carlsbad Soil and Water Conservation District (CSWCD) works in conjunction with the local Bureau of Land Management (BLM) offices, NM State Land Office (NMSLO), and private landowners to restore native rangeland, riparian, and disturbed areas back to healthy conditions.

C. SCOPE OF PROCUREMENT

The initial contract(s) shall begin on June 10th, 2026, or as soon as possible thereafter with the option to renew one year after the contract is initiated. The CSWCD 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 hazardous fuels reduction activities. In no case will the contract(s), including all renewals thereof, exceed a total of 4(four) years in duration. Prior to a task order being assigned under contract, a quote may or may not be requested by CSWCD. CSWCD reserves the right to cancel any and all contracts at any time.

D. PROCUREMENT MANAGER AND PROPOSAL DELIVERY

1. The CSWCD 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. All proposals submitted must be titled with the RFP# on the package/envelope or in the subject line of the email. ***ALL deliveries of responses via email, express carrier, courier or hand delivery must be addressed and submitted to the address listed below:***

Name: Riki Lopez, Procurement Manager
RFP # CSWCD 26-02
Carlsbad Soil and Water Conservation District
Address: 3219 S Canal St, Carlsbad NM 88220
Telephone: (575)628-1532
Fax: (575)885-5386
Email: rlopez@cswcd.net

2. **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 employees or Evaluation Committee members do not have the authority to respond on behalf of CSWCD.

3. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** Pursuant to NMSA 1978, § 13-1-172 Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the state purchasing agent or a central purchasing office. The protest shall be submitted in writing within fifteen calendar days after knowledge of the facts or occurrences giving rise to the protest.

E. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” means Carlsbad Soil and Water Conservation District (CSWCD).
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means 7:00 AM thru 3:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
4. “**Close of Business**” means 3:30 PM Mountain Standard or Daylight Time, whichever is in use at that time.
5. “**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. 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.
6. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
7. “**Contractor**” means any business having a contract with CSWCD.
8. “**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.
9. “**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.
10. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

11. “**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.
12. “**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.
13. “**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.
14. “**IT**” means Information Technology.
15. “**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.
16. “**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.
17. “**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.
18. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
19. “**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.
20. “**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.
21. “**Procuring Agency**” means CSWCD.
22. “**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.
23. “**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.

24. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
25. “**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.
26. “**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.
27. “**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.** CSWCD 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.
28. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
29. “**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)
30. “**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.
31. “**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Date / Day
1. Issue RFP	CSWCD	04/30/26 Thursday
2. Acknowledgement of Receipt	Potential Offerors	05/14/26 Tuesday
3. Deadline to submit Questions	Potential Offerors	05/20/26 Wednesday
4. Response to Written Questions	Procurement Manager	05/22/26 Friday
5. Submission of Proposal	Potential Offerors	05/28/26 Thursday 3:00PM MST or MDT
6. References Due	Offeror	05/28/26 Tuesday
7. Proposal Evaluation	Evaluation Committee	06/03/26 Wednesday
8. Selection of Finalists	Evaluation Committee	06/03/26 Wednesday
9. Best and Final Offers	Finalist Offerors	06/05/26 Friday
10. Award and Finalize Offers	CSWCD Board of Supervisors	06/08/26 Monday
11. Contract Awards	Procurement Manager	06/10/26 Wednesday
12. Protest Deadline	Offeror	06/25/26 Thursday

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 Carlsbad Soil and Water Conservation District on April 30th, 2026.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile, email or courier 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 procurement distribution list will be used for the distribution of written responses to questions. The form should be signed by an authorized representative

of the organization dated and returned to the Procurement Manager by 3:00 pm MST or MDT May 14th, 2026. If the form is sent by courier, it must be received by the deadline. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until May 20th, 2026, at 3:00 pm Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in Section II.B.2 before the deadline. Additional copies will be posted to: www.carlsbadsoilandwater.org

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON MAY 28th, 2026. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the addresses listed in Section I.D.1. Proposals may be submitted via email, in person, or courier. Proposals submitted via email **must** have Response to RFP CSWCD 26-02 as the subject line. Proposals delivered in person or by courier **must** be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP #CSWCD 26-02.

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

6. Proposal Evaluation

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

7. Selection of Finalists

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

8. Best and Final Offers

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

9. Finalize Contractual Agreements

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

10. Contract Awards

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

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

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 3:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of 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:

Riki Lopez, Procurement Manager
Hazardous Fuels Reduction Activities RFP #CSWDC 26-02
Carlsbad Soil and Water Conservation District
3219 S Canal St, Carlsbad, NM 88220
rlopez@cswcd.net

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, included in the technical proposal form, pursuant to the requirement in Section II.C.30, located in APPENDIX D.

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 a State Agency which may derive from this RFP. The State Agency 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 agency awarding any resultant contract before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 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 or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The 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 and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order 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 CSWCD 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 CSWCD.

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 executed 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

CSWCD 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 CSWCD through the Procurement Manager or contained in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the CSWCD and a Contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract (APPENDIX B). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror.

The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

Should an offeror object to any of the CSWCD's terms and conditions, as contained in Sample Contract, strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. The CSWCD 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 CSWCD. 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 CSWCD and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. CSWCD Rights

The CSWCD 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 CSWCD 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 CSWCD. 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. The 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 CSWCD.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring CSWCD'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.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the CSWCD, the Offeror acknowledges that the version maintained by the CSWCD shall govern.

28. New Mexico Employees Health Coverage located in APPENDIX D

- 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 CSWCD 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 CSWCD.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form located in APPENDIX D

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX D, 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 located in APPENDIX D

The Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form located in the Technical Response Form (APPENDIX D), 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, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN), formerly CRS);

2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to contractually obligate, negotiate and provide clarifications or answer questions for the business entity providing the Offer;
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 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 CSWCD 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 CSWCD 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, CSWCD may terminate the involved contract for cause. Still further CSWCD may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of CSWCD.

32. Conflict of Interest: Governmental Conduct Act located in APPENDIX D

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 10-16-7, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. Use Technical Proposal Form APPENDIX D and Cost Proposal Form APPENDIX E for your submissions.

B. PROPOSALS

Offeror's proposals must be submitted as outlined below in **Section III.C. Response Proposal Format and Organization**. Proposals may be submitted via email (**PDF version only and only to rlopez@cswcd.net**), in person or courier. Proposals must be submitted in the manner outlined below and sealed according to the definition provided in Section I.E.27.

Technical and Cost portions of Offerors proposal **must** be submitted in separate binders/envelopes/file (if submitting electronically) as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on each. Envelopes, packages or boxes containing the proposal must be clearly labeled and submitted in a sealed envelope, package or box according to the information provided in Section I.E.27. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders. **DO NOT submit ANY costs in the Technical Binder.** If submitting by email, the Technical Proposal and the Cost Proposal must be submitted as separate attachments. They **cannot** be included together within the same attachment. Each attachment must be labeled as Technical Proposal and Cost Proposal.

Offerors **must** deliver:

- a) **Proposals** – One (1) ORIGINAL HARD COPY or ONE ATTACHMENT of the proposal containing **ONLY** the Technical Proposal. The Technical Proposals **SHALL NOT** contain any cost information.
 - i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.E.5 and detailed in Section II.C.8, Offeror **must** submit:
 - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.E.30) versions for evaluation purposes; **AND**
 - ONE (1) additional **redacted** (def. Section I.E.23) 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 binder and on the first page of the electronic file.

- b) **Cost Proposals** – One (1) ORIGINAL HARD COPY or ONE ATTACHMENT of the proposal containing **ONLY** the Cost Proposal shall be in separate labeled binder from the Technical Proposals.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies should be **typewritten** on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders. Electronic versions must be PDF format. Within each section of the proposal, Offerors should address the items in the order listed below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only on the cost response form. Any proposal that does not adhere to these requirements may be deemed nonresponsive and rejected on that basis. The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal. Offerors may attach other materials they feel may improve the quality of their responses. However, these materials should be included as items at the back of the proposal.

1. Technical Proposal Content and Organization

- a. Signed Letter of Transmittal (APPENDIX D)
- b. Technical Specifications - provide a narrative covering the following
 - i. 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 hazardous fuels reduction activities. All activities provided to private sector will also be considered. Describe at least two project successes and failures of hazardous fuels reduction activities. Include how each experience improved the Offeror’s services.
 - ii. List 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 C, Organization Reference Questionnaire, to the business references they list. The business references must submit the reference form directly to the procurement manager listed on APPENDIX C. Reference Questionnaires submitted directly by the offeror WILL BE REJECTED. DO NOT include reference forms here, ONLY a list of reference names. It is the offeror's responsibility to ensure the completed forms are received on or before the proposal submission deadline, May 28th, 2026, by 3:00 pm, 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.

- iii. State whether or not you agree to the CSWCD Contract Terms and Conditions (sample contract APPENDIX B) List any additional terms and conditions if applicable.
- iv. A statement of concurrence must be submitted in the Offeror's proposal (Section I.E.29).
- c. Required Deliverables (**required, failure to submit will result in disqualification**)
 - i. Copies of proof of tax identification (for NM gross receipts taxing ability)
 - ii. Copies of proof of insurance (liability and workers' compensation if applicable)
 - iii. List of equipment and personnel to be utilized in this project
 - iv. List of subcontractors and qualifications (of applicable)
 - v. Proof of SAM.gov registration with Unique Entity Identifier number (UEI#) If you are in the process of registering, proof is required.
- d. Business Specifications
 - i. Financial Stability - Offerors must submit copies of the most recent years independently audited financial statements, as well as financial statements for the preceding three years if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report or company P&L) to enable the Evaluation Committee to assess the financial stability of the Offeror.
 - ii. 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 CSWCD at time of contract award.
- e. Signed Campaign Contribution Form (APPENDIX D)
- f. Signed Employee Health Cover Form (APPENDIX D)
- g. Other Supporting Material

2. Cost Proposal: (separate binder or separate attachment if emailed)

- a. Completed Cost Response Form (APPENDIX E) attached as a separate from.

IV. SPECIFICATIONS

DETAILED SCOPE OF WORK

1. The scope of work shall consist of:
 - a. Reducing hazardous fuel materials by means of mechanical and/or hand labor techniques.
 - 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 CSWCD can schedule a final inspection. The superintendent shall be present during this final inspection.
2. Work conditions:
 - a. CSWCD, in conjunction with the landowner, NMSLO, NRCS, and BLM, shall provide shape files and/or maps that will be the final authority on areas to be included or excluded.
 - b. Activities will be permitted only during daylight hours. If special need arises nighttime hours can be discussed and evaluated.
 - c. Activities will be permitted on every day of the week and holidays.
 - d. The Contractor shall furnish a GPS compatible device such as phone or tablet or other GPS unit, utilizing a mapping program capable of taking points, measuring lines and/or, mapping polygons.**
3. Method of Measurement
 - a. The number the acres and/or milage (transport fees) to complete the work will be determined by the CSWCD and provided to the Contractor prior to the start of work.
 - b. The determination of acreage of completed work will be made from GPS/GIS calculations from the Contractor provided portable GPS unit. Data downloaded from the GPS will be provided to the CSWCD. Area measurements required under this Contract will be measured on a horizontal plane.
4. Invoicing may be submitted on a weekly basis. Payment will not be submitted without properly documented project mapping.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Factor	Points Available
A. Technical Specifications	
A. 1. Organizational Experience	300
A. 2. Organizational References	500
A. 3. Required Deliverables	Pass/Fail
B. Business Specifications	
B.1. Financial Stability	Pass/Fail
B.2. Performance Surety Bond	Pass/Fail
B.3. Letter of Transmittal	Pass/Fail
B.4. Signed Campaign Contribution Disclosure Form	Pass/Fail
B.5. Cost	200
B.6. Employee Health Coverage Form	Pass/Fail
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 the response, the breadth and depth of the engagements cited and the perceived validity of the response.

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

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

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

Pass/Fail only. No points assigned. **Failure to submit all deliverables will result in invalid RFP**

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

Pass/Fail only. No points assigned. **Failure to submit will result in invalid RFP**

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

If required. Pass/Fail only. No points assigned. **Failure to submit will result in invalid RFP**

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

Pass/Fail only. No points assigned. **Failure to submit will result in invalid RFP**

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

Pass/Fail only. No points assigned. **Failure to submit will result in invalid RFP**

8. B.5 Cost (See Table 1)

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

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

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

Pass/Fail only. No points assigned. **Failure to submit will result in invalid RFP**

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.6.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to CSWCD taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II.B.9). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSALS

Hazardous Fuels Reduction Activities CSWCD 26-02

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 E. Failure to return Acknowledgement of Receipt Form, forfeits any written correspondence of answers to offeror written questions or any RFP amendments.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **3:00 pm MST on May 14th, 2026**. 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 CSWCD'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.

This firm does intend to respond to this Request for Proposals.

Riki Lopez, Procurement Manager
Carlsbad Soil and Water Conservation District
3219 S Canal, Carlsbad NM 88220
575-628-1532 Phone
575-885-5386 Fax
swcd@carlsbadsoilandwater.org

APPENDIX B

SAMPLE CONTRACT TERMS AND CONDITIONS

CARLSBAD SOIL AND WATER CONSERVATION DISTRICT
SAMPLE PROFESSIONAL SERVICES CONTRACT
FOR
Hazardous Fuels Reduction Activities
CSWCD 26-02

THIS AGREEMENT is made and entered into by and between the Carlsbad Soil and Water Conservation District, herein after referred to as the "CSWCD", 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 CSWCD Board of Directors.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

DEFINITIONS

"Project Manager" means the individual assigned by the CSWCD 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.

THE INITIAL SCOPE OF WORK SHALL CONSIST OF:

Reducing hazardous fuel materials by means of mechanical and/or hand labor techniques.

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 CSWCD can schedule final inspection. The superintendent shall be present during this final inspection.

Work Specifications

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

Work Hours: Work will be permitted only during daylight hours. If special need arises nighttime hours can be discussed and evaluated.

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

Personnel: All personnel shall be furnished by the Contractor.

Equipment: The Contractor shall supply all equipment capable of the assigned project's scope of work. The Contractor shall furnish a device capable of GPS tracking; each project will be mapped electronically.

General: All work shall be done in accordance with adopted Bureau of Land Management or CSWCD specifications (copy of adopted specifications available at the CSWCD office).

Method of Measurement

Units: Work will be measured and paid for by the acre and/or by the mile for transport fees.

Measurement: The number of acres and/or miles (transport fee) required to complete the work will be determined by the CSWCD and the Contractor prior to start of work.

Data: The determination of acreage of completed work will be made from GPS/GIS calculations from the Contractor provided portable GPS unit. Data downloaded from the GPS will be provided to CSWCD. Area measurements required under the is Contract will be measured on a horizontal plane.

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

Acceptance - In accordance with Section 13-1-158 NMSA 1978, the CSWCD 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 by the Project Manager. Unless otherwise agreed upon between the CSWCD and the Contractor, within thirty (30) days from the date that CSWCD receives written notice from the Contractor that payment is requested for services and CSWCD has approved services/deliverable are suffice, payment shall be tendered to the Contractor. 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). These rates exclude New Mexico gross receipts tax.

- Mastication Cost – per acre
 - Light density \$XXX.XX
 - Medium density \$XXX.XX
 - Heavy density \$XXX.XX
- Cut & Pile – per acre
 - Light density \$XXX.XX
 - Medium density \$XXX.XX
 - Heavy density \$XXX.XX
- Lop & Scatter – per acre
 - Light density \$XXX.XX
 - Medium density \$XXX.XX
 - Heavy density \$XXX.XX
- Machine Pile – per acre
 - Light density \$XXX.XX
 - Medium density \$XXX.XX
 - Heavy density \$XXX.XX
- Transport Fee – per mile
\$XXX.XX

Invoices - Invoices shall be submitted to the Project Manager.

Payment of Invoice - Payment shall be made upon the receipt and acceptance of a detailed invoice that includes the number of hours worked, species treated, area treated, and acreage treated. Invoices may be submitted weekly. Invoices will not be paid unless accompanied a map of completed acreage that payment is being requested for. Payment will be made to the Contractor's designated mailing address.

Payment of Taxes - The Contractor shall be reimbursed by the CSWCD 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 Carlsbad SWCD. This agreement shall begin on date approved by the CSWCD 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 CSWCD and are not employees of the CSWCD. 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 CSWCD 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 CSWCD.

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 CSWCD, the state auditor and appropriate federal authorities. The CSWCD shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the CSWCD 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 CSWCD to the contractor. The CSWCD'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 CSWCD, 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 CSWCD, 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 CSWCD 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 CSWCD on media of the CSWCD'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 CSWCD 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 CSWCD and its employees harmless and shall indemnify the CSWCD 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 CSWCD, 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 CSWCD for any cause whatsoever shall be limited to the purchase price paid to the contractor for services that are the subject of the CSWCD'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 CSWCD 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 CSWCD.

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

Carlsbad Soil and Water Conservation District

(CONTRACTOR)

BY: _____

BY: _____

SAMPLE

APPENDIX C

REFERENCE QUESTIONNAIRE

The Carlsbad 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 Carlsbad 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

Carlsbad SWCD Hazardous Fuels Reduction Activities

RFP #CSWCD 26-02

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

Name: Riki Lopez, Procurement Manager
Address: c/o Carlsbad Soil and Water Conservation District
3219 S Canal, Carlsbad NM 88220
Telephone: 575-628-1532
Fax: 575-885-5386
Email: rlopez@cswcd.net

No later than **May 28th, 2026, 3:00 p.m. MST** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Carlsbad 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 D Technical Response Form

Use this form to submit your technical responses to the RFP. The completed form must be submitted in a separate fold/binder/file(if submitting electronically) from the cost response form.

Paper forms must be labeled on the outside of the envelope/binder as Technical Response Form and emailed forms must be named Technical Response Form as a separate document from the Cost Response Form. This form is an attachment to this RFP labeled APPENDIX D Technical Response Form.

APPENDIX E COST RESPONSE FORM

Use this form to submit your technical responses to the RFP. The completed form must be submitted in a separate fold/binder/file(if submitting electronically) from the Technical Response Form. Paper forms must be labeled on the outside of the envelope/binder as Cost Response Form and emailed forms must be named Cost Response Form as a separate document from the Technical Response Form. This form is an attachment to this RFP labeled APPENDIX E Cost Response Form.