

REQUEST FOR PROPOSALS

ISSUED BY THE CLAUNCH-PINTO SOIL AND WATER CONSERVATION DISTRICT FOREST CONTRACT INSPECTOR

I. STATEMENT OF WORK

The Claunch-Pinto Soil and Water Conservation District is seeking Requests for Proposals (RFPs) for a Forest Contract Inspector (FCI), who will provide professional and technical services to the Claunch-Pinto Soil and Water Conservation District (CPSWCD) to improve the CPSWCD's ability to implement and monitor the Estancia Basin Watershed Health, Restoration and Monitoring and the Greater Rio Grande Watershed Alliance grant programs for providing assistance on thinning and riparian restoration projects. CPSWCD will be entering into contracts with community cooperators to coordinate and conduct these projects. The FCI shall assure that projects conform to the standards in the contracts between CPSWCD and the community cooperator. The FCI shall perform work as directed by the CPSWCD and shall follow the Project Inspection Criteria as approved for the Estancia Basin Watershed Health, Restoration and Monitoring Project and the Greater Rio Grande Watershed Alliance Projects. CPSWCD has funding currently available for these projects, with the possibility of additional funds being provided later, and may enter into multiple contracts as a result of this RFP.

The FCI shall inspect work completed in the field by the community cooperator; assist the CPSWCD in mapping completed project areas and providing accomplishment reports to New Mexico State Forestry, Bernalillo District and the Watershed Office for their review and approval within five (5) days of the inspection.

For purposes of this RFP, the zone or responsibility will be the Estancia Basin Watershed Health, Restoration and Monitoring Project and the Greater Rio Grande Watershed Alliance, which consist of the following counties

- Portions of Torrance, Bernalillo, Santa Fe, Taos, Rio Arriba, Sandoval, Socorro, Cibola, McKinley and Valencia.

II. BACKGROUND

The CPSWCD has been receiving funding from the NM Water Trust Board through the New Mexico Finance Authority for Watershed Projects within the Estancia Closed Basin and the Upper Rio Grande Watershed. The CPSWCD is the fiscal agent for this funding.

III. CONTRACT DURATION

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The contract period will extend from the date of contract approval by CPSWCD for a period not to exceed 60 months including amendments.

IV. CONTRACT TERMS

Contracts will be awarded under the terms of the attached draft Professional Services Agreement and in accordance with this RFP.

V. ADMINISTRATIVE REQUIREMENTS

A. Offerors shall examine all contract documents, noting particularly all stipulations that in any way affect the work. Failure of an Offeror to acquaint itself fully with the amount and nature of the work required to fulfill all terms of the contract documents shall not be considered as a basis for extra compensation after a contract has been awarded.

B. If an Offeror finds discrepancies, omissions, or ambiguities in the contract documents, it shall at once notify CPSWCD, which will send written corrections or explanations to all offerors. CPSWCD will not be responsible for any oral instructions.

C. If an Offeror's proposal substantially adds to, subtracts from, or otherwise changes the provisions of this RFP, the proposal shall be void.

D. Proposals must certify that all entities responsible for authorizing the activities of the Offeror have agreed that their proposal should be submitted as written.

VI. CONTACT PERSON, PROPOSAL FORMAT AND DEADLINES

Questions regarding this RFP should be addressed to: Dierdre L. Tarr, Procurement Manager, Claunch-Pinto Soil and Water Conservation District, 121 West Broadway, Suite 108, Mountainair, NM 87036, Telephone: 505-847-2243.

Proposals shall be on white 8.5 x 11" paper and are restricted to a four (4) page single-sided, single spaced, 10-point type document that includes:

- Name, address, contact information, place of business, and federal and state tax identification numbers;
- Experience, education, knowledge, documentation, and capability (Refer to Proposal Evaluation Criteria);
- Hourly labor rate; and
- Signed cover letter (one of the four total pages).

Offerors should submit one (1) original and four (4) copies of the proposal at the address above, no later than 3 p.m., MST, November 5, 2018. Proposals received after this date will not be accepted. Absolutely no exceptions will be made for proposals not received at the above location by the appointed time. **Proposals MAY NOT be sent by facsimile or e-mail.**

VII. PROPOSAL EVALUATION CRITERIA

Proposals shall be evaluated on the following:

- Experience working in western ecosystems with an emphasis on silvicultural systems - 20 Points
- Working knowledge of wildland fire suppression – 15 Points
- Working knowledge of techniques to create defensible space around homes – 15 Points
- Experience with management of contracts using state and federal funds – 5 Points
- Experience working with private landowners – 10 Points
- Hourly labor rate – 20 Points
- Availability to respond to inspection requests year round – 15 Points

VIII. NOTICES

Offerors must factor in Gross Receipts Tax (GRT) costs as part of their responses. Any response that does not clearly indicate GRT is included in the cost section may be deemed non-responsive and rejected.

This RFP may be cancelled and any and all proposals may be rejected when it is in the best interest of the State of New Mexico.

Discussions may be conducted with Offerors who submit proposals, but proposals maybe accepted without such discussions.

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CLAUNCH-PINTO SOIL AND WATER CONSERVATION DISTRICT
AND
(CONTRACTOR NAME)**

THIS AGREEMENT is made and entered into by and between the Claunch-Pinto Soil and Water Conservation District and (contractor name) (Contractor).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work: The Contractor shall perform the work outlined in the Scope of Work as follows:

(insert scope of work language here or reference an attachment. Scope of work shall also include reporting requirements, or the program manager must justify the lack of reports in a written memo to the file for auditing purposes.)

Performance Measures, default by Contractor – CPSWCD shall ensure that the Contractor's performance of the Scope of Work meets the Performance Measures set forth in **Attachment 1**. In the event the Contractor's performance fails to comply with the Scope of Work, CPSWCD may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise CPSWCD of specific steps that it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent CPSWCD from exercising its right pursuant to Paragraph 4 below.

2. Compensation: **Time and Materials (single year)**

A. EMNRD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work (**CHOICE** - Attachment 1) rendered at the rate of **\$00.00** per hour, such compensation not to exceed **\$00**, including gross receipts taxes, if applicable, and travel as shown in Paragraph 2.__ below. The total amount of the monies payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed **\$00**. Payment of that total amount shall not relieve Contractor of any unperformed obligations under the Scope of Work.

B. CPSWCD shall pay such travel expenses as may be incurred in the performance of this Agreement at the rates established in the New Mexico Per Diem and

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Mileage Act, NMSA 1978, Sections 10-8-1 et seq., as implemented by the current Department of Finance and Administration (DFA) Rule and the current CPSWCD Travel Policy.

C. Contractor shall be responsible for paying New Mexico Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

D. CPSWCD shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder evidencing to CPSWCD's satisfaction the propriety of each payment. *(Vouchers must be supported by approved purchase order or equivalent document and invoice by the supplier, evidencing the propriety of each claim for payment. Wage amounts charged shall be based upon payrolls maintained by Contractor and must be supported by time and attendance sheets.)*

E. Within fifteen days after the date CPSWCD receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, CPSWCD shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If CPSWCD finds that the services or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by CPSWCD that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If 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.

3. Term: THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CLAUNCH-PINTO SOIL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS. This Agreement shall terminate on _____, unless terminated pursuant to Paragraph 4, infra, or Paragraph 5. In

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accordance with NMSA 1978, Section 13-1-150, no contract term, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

4. Termination:

A. Termination.

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) 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. This Agreement may be terminated immediately upon written notice to the Contractor, if the Contractor becomes unable to perform the services contracted for, as determined by CPSWCD or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. This provision is not exclusive and does not waive the District's other legal rights and remedies caused by the Contractor's default/breach of this agreement.

B. Termination Management.

Immediately upon receipt by either CPSWCD or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of CPSWCD; 2) comply with all directives issued by CPSWCD in the notice of termination as to the performance of work under this Agreement; and 3) take such action as CPSWCD shall direct for the protection, preservation, retention or transfer of all property titled to CPSWCD (*and client records generated under this Agreement*) and any non-expendable personal property or equipment purchased by the Contractor with contract funds shall become CPSWCD's property upon termination. If upon termination of this Agreement, Contractor has any property in its possession belonging to CPSWCD, Contractor shall account for the property and dispose of it as CPSWCD directs. Reports of property acquired shall be made to CPSWCD within one (1) month following such acquisition. On the date the notice of termination is received, the Contractor shall furnish to CPSWCD a complete, detailed inventory of non-

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expendable personal property purchased with funds provided under the existing CPSWCD Agreement with the Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the paragraph of this Agreement regarding financial records.

5. Appropriations: The terms of this Agreement are contingent upon sufficient appropriation and authorization being granted by the New Mexico State Legislature *and New Mexico Water Trust Board*. If sufficient appropriation or authorization is not granted, this Agreement shall terminate upon written notice from CPSWCD to Contractor. CPSWCD's decision as to whether sufficient appropriations are available shall be final, binding and accepted by Contractor. If CPSWCD proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor: Contractor and its agents and employees are independent contractors performing professional services for CPSWCD and are not employees of CPSWCD. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefit afforded to employees of CPSWCD by virtue 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.

7. Assignment: 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 from CPSWCD.

8. Subcontracting: Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without the prior written approval from CPSWCD.

9. Release: Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of CPSWCD, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

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Contractor agrees not to purport to bind CPSWCD to any obligation not assumed herein, without express written authority from CPSWCD, and then only within the strict limits of that written authority.

10. Product of Services; Copyright: All materials developed or acquired by Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to CPSWCD not later than the expiration date of this Agreement. Nothing produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of Contractor.

11. Conflict of Interest: Contractor warrants that it presently has no interest in and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or services required under this Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through -18, regarding contracting with a public officer or state employee have been followed.

12. Amendment: This Agreement shall not be altered, changed or amended except by written instrument executed and approved by the parties hereto.

13. Waiver: No waiver of any breach of this Agreement or any of the terms or conditions hereof shall be a waiver of any other or subsequent breach; no waiver shall be valid or binding unless the same be in writing and signed by the party alleged to have granted the waiver.

14. Merger: 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 understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties: The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through -199, imposes criminal and civil penalties for its violation. In addition, New Mexico criminal statutes further impose felony penalties for payments of bribes, gratuities or kickbacks.

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16. Equal Opportunity Compliance: Contractor agrees to abide by all federal and state laws and 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 of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, 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 not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law: This Agreement shall be governed by the laws of the State of New Mexico.

18. Compliance with Funding Source Conditions: Contractor shall comply with all applicable state and federal statutes and regulations imposed as a consequence of funding pursuant to this Agreement.

19. Duty to Insure:

A. During the term of this Agreement and any amendment hereto, Contractor shall maintain in force a policy or policies of insurance providing:

1) Comprehensive performance liability protection covering contractual liability that may arise under this Agreement and any amendment hereto. Such insurance policy or policies shall name the CPSWCD insured or as principal beneficiary.

2) Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, Sections 52-1-1 et seq., if applicable.

3) Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendment hereto, in amounts equal to or greater than liability limits set forth in NMSA 1978, Section 41-4-19, as may be amended from time to time. Such policy or policies shall name the

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CPSWCD as insured or as principal beneficiary.

B. Contractor shall not commence any work under this Agreement until the required insurance coverage is obtained and proof of compliance with this Section is provided to CPSWCD. At CPSWCD's request, Contractor shall also provide a copy of the insurance policy. Contractor shall notify CPSWCD ten (10) days before cancellation or expiration of any required Workers' Compensation or contractual or public liability insurance coverage.

20. Records and Financial Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. These records shall be maintained and available within the State of New Mexico if the Contractor has an office within the state; otherwise, Contractor shall make such records available to CPSWCD within thirty (30) days upon request by CPSWCD. The records shall be subject to inspection by CPSWCD and the State Auditor. Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. CPSWCD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of CPSWCD to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and shall continue until all potential litigation, appeals, claims or exceptions have expired or been resolved.

21. Indemnification: Contractor shall defend, indemnify and hold harmless CPSWCD from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the

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event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify CPSWCD by certified mail. Nothing in this Agreement shall be deemed to be a waiver by the State of New Mexico of the provisions of the Tort Claims Act, NMSA 1978, Sections 41-4-1 et seq.

22. Attorneys' Fees and Costs: Contractor agrees that if it is found by a court of competent jurisdiction to have breached this Agreement, or any amendments hereto, or to have committed any tortious act relating to the scope of this Agreement, CPSWCD may recover from Contractor reasonable attorneys' fees and costs in connection with litigation brought to obtain such judicial determination.

23. Notices: Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To CPSWCD:

(insert name, address and email of project manager)

To the Contractor:

(insert name, address and e-mail)

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Claunch-Pinto Soil and Water Conservation District.

Claunch-Pinto Soil and Water Conservation District

By: _____
Chairman

Date: _____

CONTRACTOR NAME

Federal ID No.: _____

By: _____
Contractor

Date: _____

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Attachment One

Scope of Work

Performance Measures