

REQUEST FOR PROPOSALS
FOR
LEASE AND MANAGEMENT PLAN FOR THE SHORT FARM

RFP No. 2026 -002

Project Name: Lease and Management Plan for the Short Farm

Contracting Agency: Pecos Valley Artesian Conservancy District
2301 East Second (Zip - 88201)
P. O. Box 1346
Roswell, New Mexico 88202-1346

Telephone: (575) 622-7000

Date: April 20, 2026

Procurement Manager: Aron Balok
Superintendent

REQUEST FOR PROPOSAL

Qualification-based competitive sealed proposals for leasing and for creating and implementing a management plan for their Short Farm will be received by the Pecos Valley Artesian Conservancy District (hereinafter referred to as "PVACD"), at 2301 East Second Street, Roswell, New Mexico 88201, for RFP # 2026-002 or by mail to P.O. Box 1346, Roswell, New Mexico 88202-1346.

The PVACD is requesting proposals for leasing and for creating and implementing a management plan for their Short Farm.

Proposals will be received by mail at P.O. Box 1346, Roswell, New Mexico 88202-1346 or at the PVACD office, 2301 East Second Street, Roswell, New Mexico 88201, until 4:00 p.m., Tuesday, May 12, 2026. Submitted proposals shall not be publicly opened. Any proposals received after closing time, whether hand-delivered or by mail, will be rejected and returned unopened. The fact that a proposal was dispatched will not be considered.

Copies of the Request can be obtained in person at the office of the Superintendent at 2301 East Second Street, Roswell, New Mexico 88201, or will be mailed upon written or telephone request to Aron Balok, Superintendent, at (575) 622-7000.

The PVACD reserves the right to reject any and/or all proposals and waive all informalities as deemed in the best interest of the PVACD.

Aron Balok
Superintendent

THE PECOS VALLEY ARTESIAN CONSERVANCY DISTRICT

REQUEST FOR PROPOSALS (RFP'S) FOR QUALIFICATION-BASED COMPETITIVE SEALED PROPOSALS FOR LEASE AND MANAGEMENT PLAN FOR THE SHORT FARM

I. SCOPE OF WORK.

Convert the 48 acres of the Short Farm to rangeland conditions in exchange for payment to the Offeror for agreed upon expenses. And for the Offeror to lease the 57 acres of the Short Farm in exchange for payment from the Offeror. It is the goal of the PVACD for the 48 acres of their Short Farm to be converted to rangeland conditions to be free of noxious weeds and to have vegetation cover to limit the amount of bare surface as much as possible. If the Offeror intends to irrigate any acres, the acres to be irrigated will be agreed upon and the Offeror must provide the necessary water rights.

II. GRAZING.

Any acres of the Short Farm that will be grazed will be agreed upon by the Offeror and the PVACD. However, the PVACD retains the right to decide which acres of the Short Farm that will be grazed and the PVACD has the right to decide that none of the Short Farm will be grazed. The PVACD must also approve the type of livestock that will be grazing on the Short Farm. The Offeror is responsible for all fencing, including all the perimeter and interior fences, of the agreed upon acres of the Short Farm to be grazed. The Offeror must provide all the fencing materials and labor for the agreed upon interior and perimeter fences.

III. DEADLINE FOR RECEIPT OF PROPOSALS.

Sealed proposals will be accepted by mail at P.O. Box 1346, Roswell, New Mexico 88202-1346 or at the office of the PVACD, 2301 East Second Street, Roswell, New Mexico 88201, until 4:00 p.m., on Tuesday, May 12, 2026. All proposals shall be in a sealed envelope, clearly marked "Lease and Management Plan for the Short Farm" Any proposal received after the aforementioned deadline, whether hand-delivered or by mail, shall be returned unopened. Questions concerning this process should be directed to Aron Balok, Superintendent at (575) 622-7000.

IV. QUALIFICATIONS.

In your written proposal the following information must be provided to the PVACD to allow for an in-depth evaluation of your experience and expertise:

1. Experience farming.
2. Experience converting farmland to rangeland.
3. Experience leasing farmland and rangeland.
4. Provide Liability Insurance in the amount of \$500,000 each claim and \$1,000,000 aggregate. Each proposal received must include a copy of the renewal certificate or declarations page; and, if selected, the Lessor must provide the PVACD a Certificate of Insurance reflecting the above minimum requirements.

V. COST PROPOSAL.

In your written proposal, the Offeror must provide the costs per acre, for the 48 acres, that the Offeror estimates to control the noxious weeds and the method to be used by the Offeror to control the noxious weeds. Also, the cost per acre for any other costs the Offeror will incur to convert the Short Farm to rangeland (this needs to include but is not limited to the cost per acre to shred, disk, plant, spray, etc.). In addition, the cost per acre that the Offeror estimates to prepare, plant, water and maintain the agreed upon crop(s) for the 57 acres. The Offeror must provide the amount per acre that the Offeror will pay the PVACD to lease the 57 acres. The PVACD has the right to change the number of acres it will lease to the Lessor and the number of acres the Lessor will convert to rangeland.

VI. SELECTION OF PROPOSAL.

The PVACD will evaluate all proposals received in a timely manner, and will select a proposal which is considered to be the most advantageous to the PVACD after considering the Offeror's written package that is limited to 20 pages including attachments.

VII. EVALUATION OF PROPOSAL.

Proposals will be evaluated on the following basis (all topics are as presented in the text of this proposal).

	Available Percentile	Percentage this RFP
A. General Qualifications	30%	_____

B.	Special Qualification	10%	_____
C.	Ability to perform services	10%	_____
D.	Cost Proposal	50%	_____
		Total Percentage Available	Total Percentage this RFP
		<u>100%</u>	_____

Proposal Evaluation: The Selection Committee will review each proposal. Points will be allocated as outlined in the evaluation criteria of the RFP to determine the best responsible proposal. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The PVACD reserves the right to accept proposals in their entirety, or portions thereof, and to reject any or all proposals and to waive informalities.

VIII. AWARD OF CONTRACT.

The PVACD Board of Directors reserves the right to waive irregularities in proposals and to reject any or all proposals or portions thereof. The PVACD Board of Directors may accept any proposal that in its opinion is in the best interest of the PVACD.

IX. TERMS OF CONTRACT.

The term of this Agreement shall be for the term specified in the final contract.

X. PAYMENT.

Payment to the PVACD for the lease of the agreed upon acres will be made by the Lessor on an annual basis. The PVACD will make payment for the agreed upon range improvements once the range improvement are completed to the satisfaction of the PVACD and within thirty (30) days of receipt of the invoice from the Lessor.

XI. AGREEMENT.

Upon award to the successful Offeror, the PVACD and the Offeror, (hereinafter referred to as "Parties"), shall create a contract and/or agreement that is agreeable to the Parties. The contract and/or agreement shall contain a minimum of:

Range improvements;

Lease terms;
Responsibilities of the OFFEROR;
Responsibilities of the PVACD;
Payment terms;

and any other items or concerns the Parties agree upon.

XII. SUBCONTRACTING.

The Offeror may not subcontract any portion of the services to be performed under this Agreement.

XIII. GENERAL CONDITIONS.

1. The Offeror shall warrant that he/she 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.
2. Any agreement based on this proposal is contingent upon the PVACD, and the Legislature of New Mexico, making sufficient appropriations and authorization for the performance of this Agreement
3. The New Mexico Procurement Code shall govern this procurement of professional services. This request for proposals may be canceled and any and all proposals rejected in whole or in part when it is in the best interest of the PVACD.

XIV. ADDITIONAL PROVISIONS.

A pre-proposal conference will not be held.

RFP Addendums: Should any Addendums to this Request for Proposals be deemed necessary between issuance of the Request for Proposals and the proposal submission deadline, it will be distributed in writing to all recipients of the original RFP. If an Addendum requires a time extension, the proposal submission date will be changed as part of the written Addendum.

Proposals received after the Deadline, are non-responsive. Proposals will be reviewed for completeness and in compliance with mandatory requirements. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination.

NOTE: To be valid, the proposal must be signed. The signature of an Offeror must be its president, owner or an authorized representative. A signature of a partnership must be a valid partner.

If applicable - Offeror acknowledges receipt of the following ADDENDUMS (S):

Addendum No. _____ Dated
Addendum No. _____ Dated
Addendum No. _____ Dated
Addendum No. _____ Dated

CONTRACTOR

Signature

Date

INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

- 1.1** Addendum a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 1.2** Consultant: means the Successful Offeror awarded the Agreement/Contract.
- 1.3** Contracting Agency: The Pecos Valley Artesian Conservancy District Board.
- 1.4** Determination: means the written documentation of a decision of the purchasing officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- 1.5** Offeror: any person, corporation, or partnership legally licensed (if required) to provide services who chooses to submit a proposal in response to this Request for Proposal.
- 1.6** Superintendent: means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals. The PVACD will be the designated contracting agency for this procurement process.
- 1.7** Request for Proposals: or "RFP" means all documents, including those attached or incorporated by references, used for soliciting proposals.
- 1.8** Responsible Offeror or Proposer: means an offeror or proposer 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 described in the proposal.
- 1.9** Responsive Offer or Proposal: means an offer or proposal which conforms in all material respects to the requirements set forth in the request of proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
- 1.10** The terms must, shall, will, is required, or are required, identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the offeror's proposal.
- 1.11** The terms can, may, should, preferably, or prefers, identify a desirable or discretionary item or factor.

2. REQUEST FOR PROPOSAL DOCUMENTS

2.1 COPIES OF REQUEST FOR PROPOSALS

- A. A complete set of the Request for Proposals may be obtained from the Superintendent (unless another issuing office is designated in the RFP).
- B. A complete set of the Request for Proposals shall be used in preparing proposals; the Superintendent assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- C. The Superintendent in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the project and does not confer a license or grant for any other use.
- D. A copy of the RFP shall be made available for public inspection.

2.2 INTERPRETATIONS

- A. All questions about the meaning or intent of the Request for Proposal shall be submitted to those individuals identified in the RFP in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Superintendent as having received the Request for Proposals. Questions received and answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect.
- B. Offerors should promptly notify the Superintendent of any ambiguity, inconsistency, or error which they may discover upon examination of the Request for Proposals.

2.3 ADDENDA

- A. Addenda will be mailed by certified mail with return receipt requested, by facsimile or hand delivered to all who are known by the Superintendent to have received a complete set of Request for Proposals.
- B. Copies of Addenda will be made available for inspection where Request for Proposals are on file for that purpose.
- C. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.

- D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda, issued and shall acknowledge their receipt in the Proposal transmittal letter.

3. PROPOSAL SUBMITTAL PROCEDURES

3.1 NUMBER, FORM AND STYLE OF PROPOSALS

- A. Offerors shall provide eight (8) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- B. All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the lefthand margin.
- C. A maximum of twenty (20) pages, including title, index, etc. not including front and back covers.
- D. The proposal must be organized and indexed in a format and must contain, as a minimum, all information requested.
- E. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal. A request that states that the entire proposal be kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.
- G. Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3.2 SUBCONSULTANTS

- A. The Offeror may not subcontract any portion of the services to be performed under this Agreement.

3.3 PREQUALIFICATION PROCESS

A business may be prequalified as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified

businesses. For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

There will be no prequalification for this RFP.

3.4 DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, Sections 13-1-177 through 13-1-180, and Sections 13-4-11 through 13-4-17 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

3.5 SUBMITTAL OF PROPOSALS

- A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposals.
- B. The envelope shall be addressed to the Superintendent for the Contracting Agency. If sent by U.S. mail the address is P. O. Box 1346, Roswell, New Mexico 88202-1346, if hand delivered or sent by courier the physical address is 2301 East Second Street, Roswell, New Mexico 88201. If the Proposal is sent by mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.
- C. Proposals received after the date and time for receipt of Proposals will be returned unopened.
- D. The Offeror shall assume full responsibility for timely delivery of proposals at the PVACD's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the PVACD or its designee and will be clocked in-time stamped at the time received, which must be prior to the time specified.
- E. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names of the required witnesses, and such other information as may be specified by the Superintendent.
- F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

3.6 CORRECTION OR WITHDRAWAL OF PROPOSALS

- A. A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received.
- B. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

3.7 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of the Request for Proposals.
- B. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

3.8 REJECTION OR CANCELLATION OF PROPOSALS

The Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file.

4. CONSIDERATION OF PROPOSALS

4.1 RECEIPT, OPENING AND RECORDING

- A. Proposals received on time will not be opened publicly but will be opened in the presence of one or more witnesses.
- B. The names of all businesses submitting proposals and the names of all businesses, if any, elected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. The contents of any proposal shall not be disclosed so as to be available to competing Offeror's during the negotiation process.

4.2 PROPOSAL EVALUATION

- A. Proposals shall be evaluated in the basis of demonstrated competence and qualification for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
- 1) acceptable,
 - 2) potentially acceptable, that is, reasonably assured of being made acceptable, or
 - 3) unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).
- B. The Contracting Agency shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which do not alter the quality or quantity of the services.
- C. If an Offeror who otherwise would have been awarded a contract is found not to be responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Superintendent. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror.

Businesses which have not been selected shall be so notified in writing within fifteen (15) days after award is made (NMSA 1978, Section 13-1-120).

- D. Selection Process: (NMSA 1978, Section 13-1-120)
- 1) The evaluation of proposals will be performed by an evaluation committee composed of representatives selected by the Contracting Agency. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct personal or telephonic interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
 - 2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may chose to interview in person or telephonically any or all of the three submitting businesses:

- a) rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or
- b) recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to (NMSA 1978, Section 13-1-104).

4.3 NEGOTIATIONS (NMSA 1978, Section 13-1-122)

- A. The Contracting Agency's designee shall negotiate a contract or agreement with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable.
- B. Should the designee be unable to negotiate a satisfactory contract or agreement with the business considered to be the most qualified at a price determined to be fair and reasonable, the designee shall begin negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- C. The designee shall then undertake negotiations with the third most qualified business.
- D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract or agreement is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.
- E. The Contracting Agency shall publicly announce the business selected for award.

4.4 NOTICE OF AWARD

After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness.

5. POST-PROPOSAL INFORMATION

5.1 PROTESTS

- A. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the PVACD in accordance with the

requirements of the Contracting Agency's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the fact or occurrences giving rise thereto (NMSA 1978, Section 13-1-172).

- B. In the event of a timely protest under this section, the Superintendent and the Contracting Agency shall not proceed further with the procurement unless the Superintendent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency.
- C. The Superintendent or his/her designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, Section 13-1-174).
- D. The Superintendent or his designee shall promptly issue a determination relating to the protest. The determination shall:
 - 1) state the reasons for the action taken; and
 - 2) inform the Protestant of the right to judicial review of the determination pursuant to NMSA 1978, Section 13-1-183.
- E. A copy of the determination issued under NMSA 1978, Section 13-1-175 shall immediately be mailed to the Protestant and other Offerors involved in the procurement (NMSA 1978, Section 13-1-176).

5.2 EXECUTION AND APPROVAL OF AGREEMENT

The Agreement shall be signed by the Successful Offeror and returned within an agreed upon time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

5.3 NOTICE TO PROCEED

The Superintendent will issue a written Notice to Proceed to the Consultant.

5.4 OFFEROR'S QUALIFICATION STATEMENT

The Offeror to whom award of a Agreement is under consideration shall submit, upon request information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (NMSA 1978, Section 13-1-82).

6. OTHER INSTRUCTIONS TO OFFERORS

- A. Successful Offeror must submit a completed W-9 Form.
- B. Provide all the equipment needed.
- C. Provide all the materials needed.
- D. All work provided by the Offeror shall be in conformance with local, State and Federal rules and regulations.
- E. Ensure that all workers, visitors or employees on the project have all safety devices and clothing required to meet OSHA requirements.

GENERAL TERMS AND CONDITIONS

1. GOVERNING LAW

The Agreement shall be governed exclusively by the laws of the State of New Mexico.

2. INDEPENDENT CONTRACTORS:

The Offeror and his/her agents and employees are independent Contractors and are not employees of the Contracting Agency. The Offeror and his/her agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to employees of the Contracting Agency as a result of the Agreement.

3. BRIBES, GRATUITIES AND KICK-BACKS

Pursuant to NMSA 1978, Section 12-1-191, reference is hereby made to the criminal laws of New Mexico (including NMSA 1978, Sections 30-14-1, 30-24-2 and 30-41-1 through 30-41-3) which prohibit bribes, kickback, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and criminal penalties for its violation.

4. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND OFFEROR

Any Offeror that may be eventually selected, a mutually agreed upon Agreement will be created by the Contracting Agency and the selected Offeror to sign.

5. FUNDING

The solicitation is subject to the availability of funds to accomplish the work.

Questions regarding the Lease and Management Plan for the Short Farm will be addressed to:

Aron Balok - Superintendent (575) 622-7000