

**Project: Fence Installation
RFP# 2026-005**

The Pecos Valley Artesian Conservancy District reserves the right to delete or remove items necessary to comply with the budget set for this project.

The Pecos Valley Artesian Conservancy reserves the right to reject all proposals.

All proposals must be submitted no later than

June 16, 2026, 4:00 p.m. MST

E-mailed and faxed proposals are not accepted.

Send proposals to:

THE PECOS VALLEY ARTESIAN CONSERVANCY DISTRICT

Attn: Kelli Goodpasture

Mailing Address: P.O. Box 1346, Roswell, NM 88202

2301 East Second Street

Roswell, NM 88201

Telephone: (575) 622-7000

kg@pvacd.com

Request for Proposal Packet Information

The following documents contain the necessary details for submitting a proposal on fence installation primarily in southeast New Mexico. This may be a multi-contractor project to assure expedition in completion of all work required.

Please provide documentation as requested in Section III, C – Proposal Format and any other items necessary for the proposal. Place proposal documents into an envelope, seal, and clearly indicate this is a response to the **Fence Installation RFP**.

If there are any questions pertaining to this proposal, feel free to contact the Pecos Valley Artesian Conservancy District (hereinafter referred to as “PVACD”) office at (575) 622-7000 and ask for Kelli Goodpasture.

All proposals must be received by the procurement manager or designee **NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME ON JUNE 16, 2026**, at the following address:

Kelli Goodpasture
Fence Installation RFP
Pecos Valley Artesian Conservancy District
2301 East Second Street, Roswell NM 88201
Mailing Address: P.O. Box 1346, Roswell NM 88202
kg@pvacd.com

Faxed or e-mailed versions of the proposal will not be accepted. **Proposals received after this deadline will not be accepted.**

The PVACD reserves the right to delete or remove items necessary to comply with the budget set for this project.

The PVACD reserves the right to reject all proposals.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The PVACD is requesting proposals for fence installation primarily in southeast New Mexico. A map of the proposed area is attached (**APPENDIX J**). This initiative includes installing various types of fences. This will be a multi-contractor project to assure expedition for completion of all work required. There may be additional funding available for the extension of contracts with the successful offerors.

B. BACKGROUND INFORMATION

The PVACD owns farmland in Southeast New Mexico. Work will involve building fences. Work recommendations for the individual areas will be discussed prior to issuing each work order.

C. SCOPE OF PROCUREMENT

1. This may or may not be a multi-contractor project to assure expedition in completion of all work required.
2. The initial contract(s) shall begin on August 1, 2026, or as soon as possible thereafter and end on July 31, 2027.
3. The PVACD 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 fence installation. In no case will the contract(s), including all renewals thereof, exceed a total of 4 (four) years in duration.
4. Prior to work being assigned under contract, a quote may or may not be requested by the PVACD. Due to the cost fluctuation of fuel costs, the costs of fencing materials and the cost of labor, if the cost per foot of fencing deviates more than .25 cents per foot then a new request for proposal will be issued by the PVACD; and this contract will be null and void.
5. The scope of work shall consist of:
 - a. Building fences.
6. Progress meetings shall be held at the project site or a place determined by Aron Balok. Progress meetings may be called by either Aron Balok or the Contractor. Project meetings:
 - a. 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.
 - b. The Contractor, subcontractors and the person(s) responsible for coordination of the work shall be present at the meeting.

- c. The Contractor shall be prepared to summarize and explain procedures planned for the project and present the submittals requested in the specifications.
 - d. A final inspection meeting shall be held at the project site or a place determined by Aron Balok. The Contractor shall notify Aron Balok at least two working days before the completion date so the PVACD can schedule a final inspection. The Contractor shall be present during this final inspection.
7. Work conditions:
- a. The PVACD, and if applicable the New Mexico State Land Office and the Bureau of Land Management (hereinafter referred to as “BLM”), shall provide shape files and/or maps that will be the final authority on areas to be included or excluded.
 - b. Fence installation will be permitted only during daylight hours.
 - c. Fence installation will be permitted on every day of the week and holidays.
 - d. Personnel shall be furnished by the Contractor.
 - e. The PVACD shall not furnish fencing materials for the Contractor.
 - f. The Contractor shall furnish all fencing equipment capable of remote accessibility; 4-wheelers, trucks, etc.
8. Inspections:
- a. The PVACD will make periodic inspections for acceptance and payment, and recommendations for adjustments in work quality while work is in progress. The Contractor and, or any sub-contractor is encouraged to observe inspections while they are being made.
 - b. Inspections for compliance with contract specifications will be made for work units reported as completed by the Contractor.
 - c. The fence installation will be inspected for quality and compliance with contract specifications and may be documented through logs and/or photographs.
 - d. Inspections for protection of leave trees, existing fences and other structures or improvements.
 - e. Inspections for undue surface disturbances that result in deep extraction holes, turning areas by heavy machinery, bank destabilization, etc.
9. Final Inspection - The Contractor shall notify Aron Balok at least two working days before the completion date so the PVACD can schedule the final inspection. The Contractor shall be present during this final inspection. The Contractor will present a final report no more than one week after project completion.

10. Installation:

- a. All fence installation shall be done in accordance with the adopted BLM and/or NRCS specifications.
- b. Fencing will be installed within the designated boundaries of the project area.

11. Method of Measurement:

- a. Installation of fence will be measured and paid for by the number of miles installed.
- b. The number of miles used to complete the work will be determined by the PVACD and provided to the Contractor prior to the start of work.

12. Work Limits:

- a. Protected areas will be marked, and the Contractor notified of the marking process used and locations applicable. The Contractor will halt all work and contact Aron Balok if the boundaries of the protected areas are in question. Work will resume once the boundaries of the protected areas have been identified and are clearly understood by the Contractor.

13. Access:

- a. County and two-track roads provide access to the majority of the project areas. Trailer (lowboy) access may be limited on certain roads. Road access to some parts of the project area may be limited, equipment and service vehicle access will be granted entrance (traveling off road) only for the duration of the project. Building of any new roads is strictly prohibited.
- b. The Contractor will be responsible for coordinating access with Aron Balok to all areas on public lands. The Contractor shall not cause rutting or other damage to public or private roads and not damage fences or other property.
- c. Roads within the project area may be unimproved. Wet weather conditions can render these roads impassable until the road surface dries out.
- d. During extended periods of wet weather conditions, Aron Balok may elect to suspend fence installation to prevent damage to roads and the project area surface. The Contractor will not be penalized for the days suspended in the performance period.
- e. The Contractor shall ensure that all closed gates within a project area remain closed during the contract.

14. Fire Precautions:

- a. The Contractor will be required to abide by any fire restrictions that may be in effect throughout the duration of the contract. The Contractor will be notified of any restrictions by Aron Balok prior to or during the performance of the contract.

15. Permits and Licenses:

- a. The Contractor is responsible for obtaining any transportation permits from the Highway

Department as needed.

16. Safety Considerations:

- a. Applicable one-call inquiries should be made 48 hours prior start of the project to determine the description and location of any underground hazards or infrastructure that could pose a danger to, and liability for, buried pipelines, cables, etc. In addition, the Contractor will be required to carry the necessary liability insurance for the project.

17. Special Requirements:

- a. Prior to the fence installation, the Contractor shall visually inspect area for wildlife nests. If present, the Contractor shall confer with Aron Balok before the fence installation.
- b. Pile extracted material in a manner that allows for burning at a later date (if applicable). The Contractor shall ensure access to livestock water troughs are not impeded by these piles.
- c. Any extracted material shall be removed from all access roads and trails, unless otherwise designated by Aron Balok. Extracted material will be removed from within fifteen (15') feet of any fence or access road. The Contractor shall be liable for any damage caused to fences in the project areas.
- d. All piles of extracted material will be piled in areas devoid of heavy ground cover. Areas/trees marked to be avoided will also not have piles of extracted material within fifteen (15') feet in order to prevent damage during future burning.

18. Quality Assurance:

- a. Limit ground disturbance by backfilling deep holes and ruts created by machinery.

19. Unsatisfactory Work:

- a. If any of the work done by the Contractor does not conform to contract requirements, the PVACD may require the Contractor to perform the work again in conformity with contract requirements at no increase in contract amount. When the defect in work cannot be corrected by re-performance, the PVACD may:
 - i.) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - ii.) Reduce the contract price to reflect the reduced value of the work performed.
- b. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the PVACD may:
 - i.) By contract or otherwise, perform the work and charge the Contractor any cost incurred by the PVACD that is directly related to the performance of the work; or

ii.) Terminate the contract for default.

D. PROCUREMENT MANAGER

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

Name: Kelli Goodpasture, Procurement Manager
Pecos Valley Artesian Conservancy District
Address: 2301 East Second Street
Roswell, NM 88201
Mailing Address : PO Box 1346, Roswell, NM 88202
Telephone: (575) 622-7000
Email: kg@pvacd.com

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Kelli Goodpasture, Procurement Manager
Reference RFP Name: The PVACD 2026-005 Fence Installation RFP
Address: Pecos Valley Artesian Conservancy District
2301 East Second Street
Roswell, NM 88201
Mailing Address : PO Box 1346, Roswell, NM 88202

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 the PVACD. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** 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. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“**Agency**” means the Pecos Valley Artesian Conservancy District (PVACD).

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM through 4:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 4:00 PM Mountain Standard or Daylight Time, whichever is in effect on the date given.

“**Confidential**” means confidential data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978, Section 57-3A-1 to Section 57-3A-7. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with the PVACD.

“**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.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" to identify a desirable or discretionary item or factor.

“**Evaluation Committee**” means a body appointed to perform the evaluation of the Offerors’ proposals.

“**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.

“**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.

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for the Contractor personnel, as well as subcontractor personnel if appropriate.

“**IT**” means Information Technology.

“**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.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or fence installation to more than one Offeror.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“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.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means the PVACD.

“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.

“Project manager” means any person or designee authorized to lead projects and correspond on RFP related business.

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“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.

“Responsive Offer” 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.

“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. The PVACD reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in the Offerors proposal. (E.g., “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“**Written**” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

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	The PVACD	05/18/26 Monday
2. Acknowledgement of Receipt	Potential Offerors	06/02/26 Tuesday
3. Deadline to submit Questions	Potential Offerors	06/02/26 Tuesday
4. Response to Written Questions	Procurement Manager	06/09/26 Tuesday
5. Submission of Proposal	Potential Offerors	06/16/26 Tuesday by 4:00PM MST or MDT
6. Proposal Evaluation	Evaluation Committee	06/23/26 Tuesday
7. Selection of Finalists	Evaluation Committee	06/23/26 Tuesday
8. Best and Final Offers	Finalist Offerors	07/01/26 Wednesday
9. Award and Finalize Offers	The PVACD Board of Directors	07/08/26 Wednesday
10. Contract Awards	Procurement Manager	07/16/26 Thursday
11. Protest Deadline	Offeror	07/31/26 Friday

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 PVACD on May 18, 2026.

2. Acknowledgement of Receipt

Potential Offerors shall hand deliver or return by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document, **APPENDIX A**, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 4:00 pm MST or MDT on June 2, 2026.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the "Acknowledgement of Receipt Form" shall constitute a presumption of receipt and rejection of the RFP, 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 June 2, 2026, at 4:00 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, Paragraph 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, Paragraph B2 before the deadline. Additional copies will be posted to: www.pvacd.com.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON JUNE 16, 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 address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Fence Installation Request for Proposals.

A public 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 PVACD's 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 in 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 the best and final offers as per schedule in Section II, Paragraph A, Sequence of Events or as soon as possible.

9. Award and Finalize Offers

Any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule in Section II, Paragraph A, Sequence of Events or as soon as possible. This date is subject to change at the discretion of the PVACD Board of Directors. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the PVACD 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 by the Evaluation Committee and the signed contractual agreement, the PVACD Procurement Manager will award as per schedule in Section II, Paragraph A, Sequence of Events or as soon as possible. This date is subject to change at the discretion of the PVACD Board of Directors.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are the most advantageous to the PVACD, taking into consideration the evaluation factors set forth in this RFP.

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 1:00 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 title. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Kelli Goodpasture, Procurement Manager
Pecos Valley Artesian Conservancy District
2301 East Second Street
Roswell, NM 88201
Mailing Address: PO Box 1346, Roswell NM 88202

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 the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the 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 setup and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

The PVACD will consider a proposal from multiple contractors in the form of a joint venture response to the RFP. If accepted, the PVACD will enter separate contracts with each of the multiple prime contractors. The specific responsibilities of each of the multiple prime contractors must be clearly described in the joint venture proposal. The PVACD will accept no more than five (5) multiple prime contractors in a single joint venture proposal. The PVACD will make payments to only the prime contractor(s).

4. Subcontractors/Consent

The use of subcontractors is NOT allowed.

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 PVACD 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.

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 proposals will be kept confidential until negotiations are completed by the PVACD. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- a. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the PVACD shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obliges the PVACD 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 all proposals may be rejected in whole or in part when the PVACD determines such action to be in the best interest of the PVACD.

11. Sufficient Appropriation

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

12. Legal Review

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

15. Contract Terms and Conditions

The contract between the PVACD and a Contractor will follow the format specified by the PVACD and contain the terms and conditions set forth in the Sample Contract (**APPENDIX B**). However, the PVACD 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 PVACD's terms and conditions, as contained in **APPENDIX B**, the Offeror must propose specific alternative language. The PVACD may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the PVACD 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.

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 PVACD.

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 PVACD 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, Section 13-1-83 and Section 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 if all 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 PVACD reserves the right to require a change in Contractor representatives if the assigned representative(s) is (are) not, in the opinion of the PVACD, meeting its needs adequately.

21. Notice of Penalties

The Procurement Code, NMSA 1978, Section 13-1-28 through Section 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. The PVACD Rights

The PVACD 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 PVACD written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or the PVACD 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 this RFP shall become property of the PVACD.

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 PVACD.

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 procuring the PVACD's written permission.

26. Electronic e-mail address required.

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). The Offeror must have a valid e-mail address to receive this correspondence.

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 PVACD, the Offeror acknowledges that the version maintained by the PVACD shall govern.

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between the Contractor and the PVACD exceed \$250,000 dollars.
- B. The Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the PVACD.
- 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://www.bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

The Offeror's proposal must be accompanied by the Letter of Transmittal Form (**APPENDIX F**). The Letter of Transmittal Form **MUST** include:

- a. Identify the submitting organization.
- b. Identify the name, title, telephone and e-mail address of the person authorized by the organization to contractually obligate the organization.
- c. Identify the name, titles, telephone and e-mail address of the person authorized to negotiate the contract on behalf of the organization.
- d. Identify the names, titles, telephone and e-mail address of person to be contacted for clarification.
- e. Identify if subcontractors will be used in the performance of the contract award.
- f. Identify the following with a check mark and signature where required.
 - i. Explicitly indicate acceptance of the Conditions Governing the Procurement in Section II, Paragraph C.1.
 - ii. Acceptance of Section V of this RFP.
 - iii. Acknowledge receipt of all amendments to this RFP.
 - iv. Be signed by a person authorized to contractually obligate the organization.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and/or any of its principals who seek to enter 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 above in Paragraph A.

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. Liability is not determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of 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 PVACD 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. The knowledge and information of a Contractor is not required to exceed that which is 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 the PVACD. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the PVACD, the PVACD may terminate the Agreement for cause. Still further, the PVACD may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the PVACD.

32. Conflict of Interest: Governmental Conduct Act

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Section 10-16-18, 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 one (1) proposal in response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver seven (7) copies of their proposal to the location specified in Section I, Paragraph D.2 on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Content and Organization

- a. Letter of Transmittal Form (**APPENDIX F**)
- b. Table of Contents
- c. Proposal Summary
- d. Response to Specifications except for cost
- e. Response to the PVACD's Sample Contract Terms and Conditions (**APPENDIX B**)
- f. Offeror's Additional Terms and Conditions
- g. Cost Response Form (**APPENDIX D**)- *to be turned in separately.*
- h. Campaign Contribution Disclosure Form (**APPENDIX C**)
- i. New Mexico Employees' Health Cover Form (**APPENDIX G**)
- j. Resident Veterans' Certification (If applies, **APPENDIX H**)
- k. Conflict of Interest Affidavit (If applies, **APPENDIX I**)
- l. Reference Questionnaire (**APPENDIX E**)
- m. Other Supporting Material

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only on the Cost Response Form (**APPENDIX D**).

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 material that may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting material will be evaluated and awarded points accordingly.

A. TECHNICAL SPECIFICATIONS

1. Organizational Experience

- a) Offerors must provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of fencing installation. All fencing installation provided to the private sector will also be considered.
- b) Offerors must indicate how many fences have been installed in the last two years and what percentage of business revenue is derived from fencing installations.
- c) Offerors must describe at least two project successes and at least two project failures of a fencing installations. Include how each experience improved the Offeror's services.

2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX E, Reference Questionnaire, to the business references they list. The business references must submit the Reference Questionnaire directly to the designee described in Section I, Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before the proposal submission deadline for inclusion in the evaluation process. Reference Questionnaires that are not received or are not complete may adversely affect the Offerors' score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);

- d) Procedural environment: (i.e., Equipment used and process);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number and e-mail address.

3. Required Deliverables

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

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

B. BUSINESS SPECIFICATIONS

1. Financial Stability

The PVACD has the right, if it so chooses, to review the most recent years of independently audited financial statements at the Offerors offices, as well as financial statements for the preceding three years, if they exist. If independently audited financial statements do not exist, the Offeror must state the reason and, instead, must make available sufficient information to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the PVACD 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.

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in **APPENDIX F**. The form **must** be completed and must be signed by the person authorized to oblige the Contractor.

4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See **APPENDIX C**).

5. Cost

Offerors must complete the Cost Response Form in **APPENDIX D**. Cost will be measured by mile. All charges listed on **APPENDIX D** must be justified and evidence of need documented in the proposal.

6. Employee Health Coverage Form

The Offeror must agree with the terms as indicated in **APPENDIX G**. The unaltered form must be completed and must be signed by the person authorized to obligate the Contractor.

7. Resident Veterans' Certification

To ensure adequate consideration and application of NMSA 1978, § 13-1-21, Offerors must include a copy of their certificate in this section.

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. Campaign Contribution Disclosure Form	Pass/Fail
B.5. Cost	200
B.6. Employee Health Coverage Form	Pass/Fail
B.7. Resident/Veterans Preference	Pass/Fail
TOTAL	<i>1,000 points</i>

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.

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

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

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.

10. B.7. Resident/Veterans Preference (See Table 1)

Pass/Fail only. No points assigned.

Percent of preference will be determined by Offerors that submit the correct documentation. Once the RFP is totally scored the proper percent of preference will apply to those Offerors that qualify. For example, an RFP has a total value of 1,000 points. Five proposals are received: one from a resident business, one from a resident veteran’s business with an 8% preference and three non-resident businesses. The two preference businesses would receive 50 points for the resident preference and 80 points for the resident veteran’s preference added to their already evaluated score, making it possible for the highest score total of 1,080.

11. Conflict of Interest Affidavit (APPENDIX I)

Optional, no points assigned.

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, Paragraph 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 V, which have been assigned a point value. The 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 the PVACD taking into consideration the evaluation factors in Section V will be recommended for award. 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

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 ending with the Material Requirements and Specifications.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than the close of business on June 2, 2026. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offerors' written questions and the PVACD's written responses to those questions as well as the RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposal.

Kelli Goodpasture, Procurement Manager
Pecos Valley Artesian Conservancy District
2301 East Second Street
Roswell, NM 88201
Mailing Address: PO Box 1346, Roswell, NM 88202
(575) 622-7000 Phone

APPENDIX B
SAMPLE CONTRACT TERMS AND CONDITIONS

SAMPLE CONTRACT TERMS AND CONDITIONS FOR FENCE INSTALLATION

THIS AGREEMENT is made and entered into by and between the Pecos Valley Artesian Conservancy District, herein after referred to as "the PVACD", 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 PVACD.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

DEFINITIONS:

"Project Manager" means the individual assigned by the PVACD to manage the project and administer this Contract.

"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 Contract shall be performed in accordance with the approved Project Plan.

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

Project Meetings:

Pre-Work Meeting: A pre-work meeting will be held prior to the start of work. The Contractor will be notified in advance of the meeting time, date and place. The purpose will be to review the 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 the PVACD can schedule final inspection. The Contractor shall be present during this final inspection.

WORK CONDITIONS:

Work Limits: The PVACD provided shape files and or maps will be the final authority on the areas to be fenced.

Work Hours: Fence installation will be permitted only during daylight hours.
Workdays: Fence installation will be permitted on every day of the week and holidays.

Materials: The PVACD shall not furnish fencing materials for the Contractor.

Equipment: The Contractor shall furnish fencing equipment capable of remote accessibility; 4-wheelers, trucks, etc.

General: All fence installation shall be done in accordance with the NRCS specifications.

Area of Installation: Fencing will be installed within the designated boundaries of the project area.

Method of Measurement: Installation of fence will be measured and paid for by the number of miles installed. The number of miles used to complete the work will be determined by the PVACD and provided to the Contractor prior to start of work.

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

Acceptance - In accordance with NMSA 1978, Section 13-1-158, the PVACD shall determine if the services provided meet specifications. No payment shall be made for any service until the services have been accepted in writing by the Project Manager. Unless otherwise agreed upon between the PVACD and the Contractor, within fifteen (15) days from the date the PVACD receives written notice from the Contractor that payment is requested for services, the Project Manager shall issue a written certification of complete or partial acceptance or rejection of the services. Upon certification by the Project Manager that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days of the date of certification. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

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

Invoices - Invoices shall be submitted to the Project Manager.

Payment of Invoice - Payment shall be made upon the receipt and acceptance of a detailed, certified invoice that includes the number of miles installed. Payment will be made to the Contractor's designated mailing address.

Payment of Taxes - The Contractor shall be reimbursed by the PVACD 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 PVACD. THIS AGREEMENT SHALL BEGIN ON THE DATE APPROVED BY THE PVACD AND BE IN EFFECT FOR ONE YEAR AFTER THE 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, HIS AGENTS AND EMPLOYEES, ARE INDEPENDENT CONTRACTORS PERFORMING PROFESSIONAL SERVICES FOR THE PVACD AND ARE NOT EMPLOYEES OF THE PVACD. THE CONTRACTOR, HIS AGENTS AND HIS EMPLOYEES, SHALL NOT ACCRUE LEAVE, RETIREMENT, INSURANCE, BONDING, USE OF STATE VEHICLES, OR ANY OTHER BENEFITS AFFORDED TO EMPLOYEES OF THE PVACD 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 PVACD.

SUBCONTRACTING - THE CONTRACTOR SHALL NOT SUBCONTRACT ANY PORTION OF THE SERVICES TO BE PERFORMED UNDER THIS AGREEMENT WITHOUT WRITTEN APPROVAL FROM THE PVACD.

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. THESE RECORDS SHALL BE SUBJECT TO INSPECTION BY THE PVACD, THE STATE AUDITOR AND APPROPRIATE FEDERAL AUTHORITIES. THE PVACD SHALL HAVE THE RIGHT TO AUDIT BILLINGS BOTH BEFORE AND AFTER PAYMENT. PAYMENT UNDER THIS AGREEMENT SHALL NOT FORECLOSE THE RIGHT OF THE PVACD 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 PVACD TO THE CONTRACTOR. THE PVACD'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 PVACD, ITS DIRECTORS 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 PVACD, 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 PVACD.

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 THE PVACD 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 PVACD ON MEDIA OF THE PVACD'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. THE REPLACEMENT OF ANY CONTRACTOR PERSONNEL, IF APPROVED, SHALL BE WITH PERSONNEL OF EQUAL ABILITY, EXPERIENCE AND QUALIFICATIONS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY EXPENSES INCURRED IN FAMILIARIZING THE REPLACEMENT PERSONNEL TO ENSURE THEIR BEING PRODUCTIVE TO THE PROJECT IMMEDIATELY UPON RECEIVING ASSIGNMENTS. APPROVAL OF REPLACEMENT PERSONNEL SHALL NOT BE UNREASONABLY WITHHELD. THE PVACD 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, NMSA 1978, SECTIONS 13-1-28 THROUGH 13-1-199, 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 PVACD AND ITS EMPLOYEES HARMLESS AND SHALL INDEMNIFY THE PVACD 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 PVACD, ITS DIRECTORS OR EMPLOYEES.

APPLICABLE LAW - THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO.

INCORPORATION BY REFERENCE AND PRECEDENCE - THIS AGREEMENT IS DERIVED FROM (1) THE REQUEST FOR PROPOSAL, WRITTEN CLARIFICATIONS TO THE REQUEST FOR PROPOSALS AND THE PVACD RESPONSE TO QUESTIONS; AND (2) 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; AND (3) 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 PVACD.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ by Greg Alpers, Chairman and _____, Contractor.

Pecos Valley Artesian Conservancy District

CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

SAMPLE

APPENDIX C
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX D
COST RESPONSE FORM
(To be turned in separately)

COST RESPONSE FORM

SUMMARY OF PROPOSED RATES

The Offeror listed below submits the following firm, fixed rate per mile excluding New Mexico gross receipts tax to complete the requirements as outlined in this RFP for the PVACD.

SERVICE CLASSIFICATION	MAXIMUM RATE PER MILE
New Fencing (Rocky and Hilly)	\$ _____
New Fencing (No rock and flat ground)	\$ _____
New Fencing (In between the above 2)	\$ _____
Remove old fence	\$ _____
Repair old fence	\$ _____

Offeror Name: _____

Company: _____

Signature: _____

APPENDIX E

REFERENCE QUESTIONNAIRE

The PVACD, as a part of the RFP process, requires proposing Offerors 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 aid 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 PVACD 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

Fence Installation RFP

 (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 PVACD via e-mail at:

Name: Kelli Goodpasture, Procurement Manager
 Address: Pecos Valley Artesian Conservancy District
 2301 East Second Street
 Roswell, NM 88201
 Mailing Address: P.O. Box 1346, Roswell, NM 88202
 Telephone: (575) 622-7000
 Email: kg@pvacd.com

No later than June 16, 2026, 1:00 p.m. MST and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the PVACD's Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal title listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this Company in the past?

COMMENTS:

2. How would you rate this Company's knowledge and expertise?

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

COMMENTS:

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

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

COMMENTS:

4. How would you rate the dynamics/interaction between the Company and your staff?

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

COMMENTS:

5. Who were the Company's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

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

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

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

COMMENTS:

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

COMMENTS:

8. Would you recommend this Company's services for your organization again?

COMMENTS:

APPENDIX F
LETTER OF TRANSMITTAL FORM

LETTER OF TRANSMITTAL FORM

RFP#: _____

Offeror Name: _____ FED ID# _____

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

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

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

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

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

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

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

I acknowledge receipt of all amendments to this RFP.

_____, 2026
Authorized Signature and Date (Must be signed by the person identified in item #2 above.)

APPENDIX G
NEW MEXICO EMPLOYEES' HEALTH COVERAGE FORM

NEW MEXICO EMPLOYEES' HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:
 - (a) have in place and agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008, if the expected annual value in the aggregate of all contracts between Contractor and the State exceed one million dollars, or
 - (b) have in place and agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009, if the expected annual value in the aggregate of all contracts between Contractor and the State exceed \$500,000 dollars, or
 - (c) have in place and agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____

Date _____

APPENDIX H
RESIDENT VETERANS' CERTIFICATION

RESIDENT VETERANS' CERTIFICATION

(NAME OF CONTRACTOR) hereby certifies the following regarding the application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, Sections 13-1-21 or 13-1-22, when awarded a contract which was based on having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative) * _____
(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award of the procurement involved if the statements are proven to be incorrect.

APPENDIX I
CONFLICT OF INTEREST AFFIDAVIT

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).
2. I am a current employee of the _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to NMSA 1978, Sections 10-16-7 or 10-16-9, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.
3. The Department/Agency and I have entered into an agreement in the amount of \$ _____.
4. NMSA 1978, Section 10-16-8(A)(1) of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.
5. To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28, et. seq.).

FURTHER, AFFIANT SAYETH NOT.

(Name)

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

NOTARY PUBLIC

APPENDIX J
MAP OF PROPOSED WORK AREA

MAP OF PROPOSED WORK AREA

MATERIAL REQUIREMENTS AND SPECIFICATIONS

Barbed Wire: A strand of two 12-1/2-gauge galvanized wires twisted together, with 2-point barbs spaced no more than 5 inches apart and 14-gauge or heavier wire. Wire and barbs shall be zinc-coated steel, with a zinc coating of at least 0.28 oz per square foot of coated surface area. The minimum breaking strength of each wire shall be 950 lb.-force. The barbed wire shall meet or exceed ASTM A-121 standard. The top four strands of wire on the fence will be barbed wire.

Barbless Wire: A strand of two 12-1/2-gauge galvanized wires twisted together and 14 gauge or heavier wire. Wire shall be zinc-coated steel, with a zinc coating of at least 0.28 oz per square foot of coated surface area. The minimum breaking strength of each wire shall be 950 lb.-force. The barbless wire shall meet or exceed ASTM A-121 standard. The bottom strand of wire on the fence will be barbless.

Tying of the Wire and Placement of Wire: The fence wire shall be placed on the side of the posts expected to receive the most pressure. All line wires (barbed and barbless) shall be tied-off on the anchor pull-pipe post of the gate, corner and in-line brace assemblies. Wire ends shall be double wrapped around the anchor pull-pipe post and twisted back on the stretched line wire with at least 6 tightly wound wraps. Stretch wire tightly and securely attach to pipe posts (after the concrete has properly cured over 24 hours) and to new manufactured steel posts (T-Posts) with standard wire clips. Wire is correctly stretched when it is springy to the touch and does not sag more than 2" from a straight line between clips on T-Posts, stay thread area, or braces wire wraps. The minimum wire tension per double wire strand is 150 pounds. Clips are properly installed when both ends wrap a minimum of one (1) time around each strand of wire at the T-Post. Terminate wire at each end panel, corner post, stress panel, or single metal posts. Kinked wire is not acceptable and must be spliced. Wire may be spliced with the terminal ends wrapped around the opposing strand a minimum of four times.

Fence Height and Wire Spacing: The top wire will have a height of 44 inches. The top wire and the second wire from the top shall have a spacing of 6 inches. The second wire and third wire shall have a spacing of 6 inches. The third wire and the fourth wire shall have a spacing of 6 inches. The fourth wire and the fifth wire shall have a spacing of 6 inches. The bottom wire will be 16 inches from the ground.

Steel Posts: T-Posts must be set at significant high and low points along the fence line to maintain proper wire height. New T-Posts must be used, T-Posts must have welded or riveted anchor plates and meet the other requirements of ASTM A702-13. The T-Posts shall be studded, embossed or notched for the attachment of wires. T-posts with lugs or lips that are punched out of the post itself shall not be used. The maximum spacing between T-Posts shall be 15 feet with stays evenly spaced in between each T-Post. All T-Posts shall be painted as follows: 8" silver painted top with the remainder being green "T" bar type. T-Posts shall be manufactured from wrought, rail or new billet steel, and shall have a minimum weight of 1.33 lb./linear ft. T-Posts must be fastened with clip type wire fasteners (punched tabs for fastening wires are not acceptable for the T-Posts). T-Posts shall be driven to a minimum depth of 2 feet in sandy soil and 18 inches in all other soils. Anchor plates on the T-Posts must be driven a minimum of 2 inches below the soil surface. Where conditions prohibit the mechanical driving of T-Posts, it shall be permissible to drill a hole 18" deep and 1 1/2"

to 3” in diameter to receive the T-Posts without an anchor plate. In situations where the prescribed wire height is greater than 44 inches, due to topography between T-Posts, a “Deadman” shall be used to maintain proper wire height and to prevent T-Posts from being pulled out and suspended in midair and be installed at no additional cost. A “Deadman” is properly constructed when a rock of 50 lbs. or greater is hung from the four-strands of barbed and barbless wire OR the T-Posts are driven in at a 45-degree angle, greater than 24 inches depth and the four-strands of barbed and barbless wire are attached to the T-Post used as a “Deadman”. “Deadman” are not bid items and should be included in the cost per mile of the fence. In hilltop or sand dune top situations where the prescribed wire height is not maintained, an additional T-Post must be installed at no additional cost. Additional hilltop and sand dune top T-Posts are not bid items and should be included in the cost per mile of the fence. T-Posts more than 6 inches out of straight line between braces will not be accepted and must be placed back into a straight line. Protect T-Post tops to prevent distortion. Twisted or bent T-Posts are not acceptable.

Braces: H bracing is required at all corners, gates, direction change angles and steep vertical angles in the fence line. All corner and direction change shall have H braces in both directions of the fence. Double span H brace assemblies are required for sandy areas. At a minimum, every quarter of a mile of fence there must be an H brace and ALL H braces must be made with a minimum of 2-3/8 pipe, the pipe must have a weight of 7.58 pounds per linear foot or greater and with a minimum 6-foot brace. Each pipe post used in the H brace must be a minimum of 3 feet in the ground. Each hole shall be filled with concrete and the top of the concrete shall be mounded above ground level and sloped away from the pipe post to prevent water from ponding around the base of the pipe post. The pipe post length must be sufficient to provide for the correct height of the fence and the top wire shall be 6 inches below the top of the post. All pipe posts shall be cleaned of all loose scale prior to finishing and each H brace shall be painted solid White. All pipe posts must be capped to prevent precipitation from entering the pipe.

Stays: 36” twisted wire fence stays manufactured from smooth galvanized 9-1/2-gauge (minimum) wire or wood stays with a minimum of 1.5-inch top diameters must be evenly spaced between the T-Posts.

Staples/Tie Wire: Staples for wood stays shall be at least 9 gauge serrated, a minimum of 1-1/2 inches in length for soft wood (pine) and at least 1 inch long for hardwoods (cedar and oak). Staples must be driven diagonally with the wood grain. Tie Wire of soft metal 12 gauge may be substituted for staples.

Gates: Metal gates shall be used (no wire gates and no wood gates are permitted), the metal gates shall be of durable material with a life span equivalent to the fence material and installed in accordance with the manufacturer's recommendations. Metal gates will be galvanized or protected with a rust resistant paint or coating. Possibly two (2) twelve-foot gates will be placed in the fence.

Contractors shall stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 1320 feet or line of sight between stakes. The Contractor shall be responsible for ensuring adequate access to the site to facilitate earthwork, hauling of materials, and proper fence construction. Extent of allowable ground disturbance will be indicated by BLM personnel prior to commencing earthwork activities. Indicate locations of utilities, underground structures,

benchmarks, and property monuments. The Contractor is solely responsible for One Call process, utility locations and protection of existing utility resources. No construction will be allowed on site until the One Call process is complete and the PVACD has an email verifying the One Call process is complete.